

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 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 Indian Trail Improvement District for the period October 16, 2007, through January 17, 2008, in an amount not-to-exceed \$5,000 for funding of a shaded area for Acreage Community Park.

**Summary:** This funding is to help offset the cost to develop a shaded area at Indian Trail Improvement District's Acreage Community Park. The play area typically serves approximately 30 persons per day, and can serve 50 to 100 persons per day with a block use permit. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to April 4, 2007. Funding is from the Recreation Assistance Program (RAP) District 6 Funds. District 6 (AH)

**Background and Justification:** Indian Trail Improvement District (ITID) has created a shaded area for a playground area at Acreage Community Park to allow for more comfortable use of the area by park users and parents watching children playing.

The total estimated cost of the shaded area is approximately \$8,441 for site preparation, a concrete slab, a shade structure, picnic tables, trash receptacles, a grilling area, sodding, and other miscellaneous amenities. Funding from RAP – District 6 will offset \$5,000 of this amount. The Agreement has been executed on behalf of the Indian Trail Improvement District, and now needs to be approved by the Board of County Commissioners.

The project term for this Agreement is January 17, 2008. The compliance term for this capital project is for five (5) years, which is consistent with industry standards for this type of project.

Attachment: Agreement

Recommended by:

  
Department Director

Date

1/20/07

Approved by:

  
Assistant County Administrator

Date

10-1-07

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000</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>
<b>NET FISCAL IMPACT</b>	<u>5,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 3600 Department 583 Units R906  
 Object 8101 Program N/A

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

Recreation Assistance Program

District 6                      3600-583-R906-161-8101                      \$5,000

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

Jim EmL 9-26-07                      9/26/07 Jim J. Jacoby 9/28/07  
 OFMB                      CN 9/25/07                      Contract Development and Control

**B. Legal Sufficiency:**

Anne Helgert 10/1/07  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

REVISD 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND  
INDIAN TRAIL IMPROVEMENT DISTRICT FOR FUNDING OF A SHADED AREA FOR  
ACREAGE COMMUNITY PARK**

**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 Indian Trail Improvement District, an Independent Special District, created by Special Act pursuant to the laws of the State of Florida, hereinafter referred to as "District".

**WITNESSETH:**

**WHEREAS**, District owns and operates Acreage Community Park located at 6701 140<sup>th</sup> Avenue North, in Loxahatchee; and

**WHEREAS**, Acreage Community Park is in need of a shaded area for users of the park ;  
and

**WHEREAS**, the play area typically serves approximately thirty (30) persons per day, and can serve fifty (50) to one hundred (100) persons per day with a block use permit; and

**WHEREAS**, the shaded area for the play area is anticipated to cost \$8,441 for site preparation, a concrete slab, a shade structure, picnic tables, trash receptacles, a grilling area, sodding, and other miscellaneous amenities; and

**WHEREAS**, District has requested from County an amount not-to-exceed \$5,000 to help offset costs for expenses for the shaded area; and

**WHEREAS**, County desires to provide funding to offset costs for Acreage Community Park for the construction of the shaded area; and

**WHEREAS**, funding for the shaded area in an amount not-to-exceed \$5,000 is available from the Recreation Assistance Program (RAP) – District 6; and

**WHEREAS**, District'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 \$5,000 to District for improvements to Acreage Community Park for the construction of a shaded area to include site preparation, a concrete slab, a shade structure, picnic tables, trash receptacles, a grilling area, sodding, and other miscellaneous amenities, 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 District 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 District. Said information shall list each invoice paid by District and shall include the vendor invoice number; invoice date; and the amount paid by District along with the number and date of the respective check or proof of payment for said payment. District shall attach a copy of each vendor invoice paid by District 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, District's Program Administrator and Project Financial Officer shall certify the total funds spent by District on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by District and approved by District as indicated.

3. District incurred expenses for the Project beginning on April 4, 2007. Those costs incurred by District for the Project, approved and submitted accordingly by District subsequent to April 4, 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 District 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. District 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. District shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be for five (5) years, commencing upon the date of execution by the parties hereto.

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

the event District 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 District for the Project deemed to be in default and District shall return any County RAP funds already collected by District 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. District shall complete the Project by October 30, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of April 4, 2007, to October 30, 2007. District shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before January 17, 2008. Upon written notification to County at least ninety (90) days prior to that date District may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny District' request for said extension.

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

12. District 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 District. 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 District 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, District 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 District, 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 District is eligible to receive reimbursement from the County.

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

District 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, District 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, District, FL 33461, Attention: Administrative Support Manager.

Compliance with the foregoing requirements shall not relieve District of its liability and obligations under this Agreement.

16. Upon request by County, District shall demonstrate financial accountability through

the submission of acceptable financial audits performed by an independent auditor.

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

18. The County and District 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, District 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  
District, Florida 33461

As to District:

District Administrator  
Indian Trail Water Improvement District  
13476 61<sup>st</sup> Street North  
West Palm Beach, FL 33412

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

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

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

~~ATTEST:~~ WITNESSES  
By: Suzanne W. Young  
~~Deputy Clerk~~  
By: Nancy Beale

**INDIAN TRAIL IMPROVEMENT DISTRICT**  
By: Margaret A. Perry  
~~District Administrator~~ **DEPUTY ADMINISTRATOR**

**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**

**BACKGROUND INFORMATION**

Indian Trail Improvement District  
13476 61st Street North  
West Palm Beach, FL 33412  
(561) 793-0874

President: Michelle Damon e

District Administrator: Bob Mearns

**Project/Project Liaison Information:**

Name: Tim Wojnar  
Telephone Number: 561-793-0874 X 257  
Fax Number: 561-793-3716  
E-Mail Address: twojnar@indiantrail.com

**PROJECT/PROGRAM INFORMATION**

1. Name of Project/Program: Shade Structure for Acreage Community Park

2. Project/ Program Description

- **General (Project Scope):** To provide a shaded area for users of the park and parents watching children playing.
- **Location:** 6701 140<sup>th</sup> Avenue North, Loxahatchee, FL 33470.
- **Anticipated Number of Participants/Users:** 30 persons per day. Fifty (50) to one hundred (100) persons per day with a block use permit.

3. Project/Program Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project/Program expenses". Do not include expenditure line item budget/amounts.

Area of the project was cleared, filled and brought to grade. ITID will pour a concrete slab under the structure and furnish the covered area with picnic tables, trash receptacles, and a grilling area. After construction the area will be sodded.

4. Estimated Lump Sum Total for Project/Program \$8,441.35

5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project/program will be completed and all invoices paid). April 4, 2007 to ~~August 17, 2007~~. *October 30, 2007 RM*

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/program time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachments - Certificate of Insurance

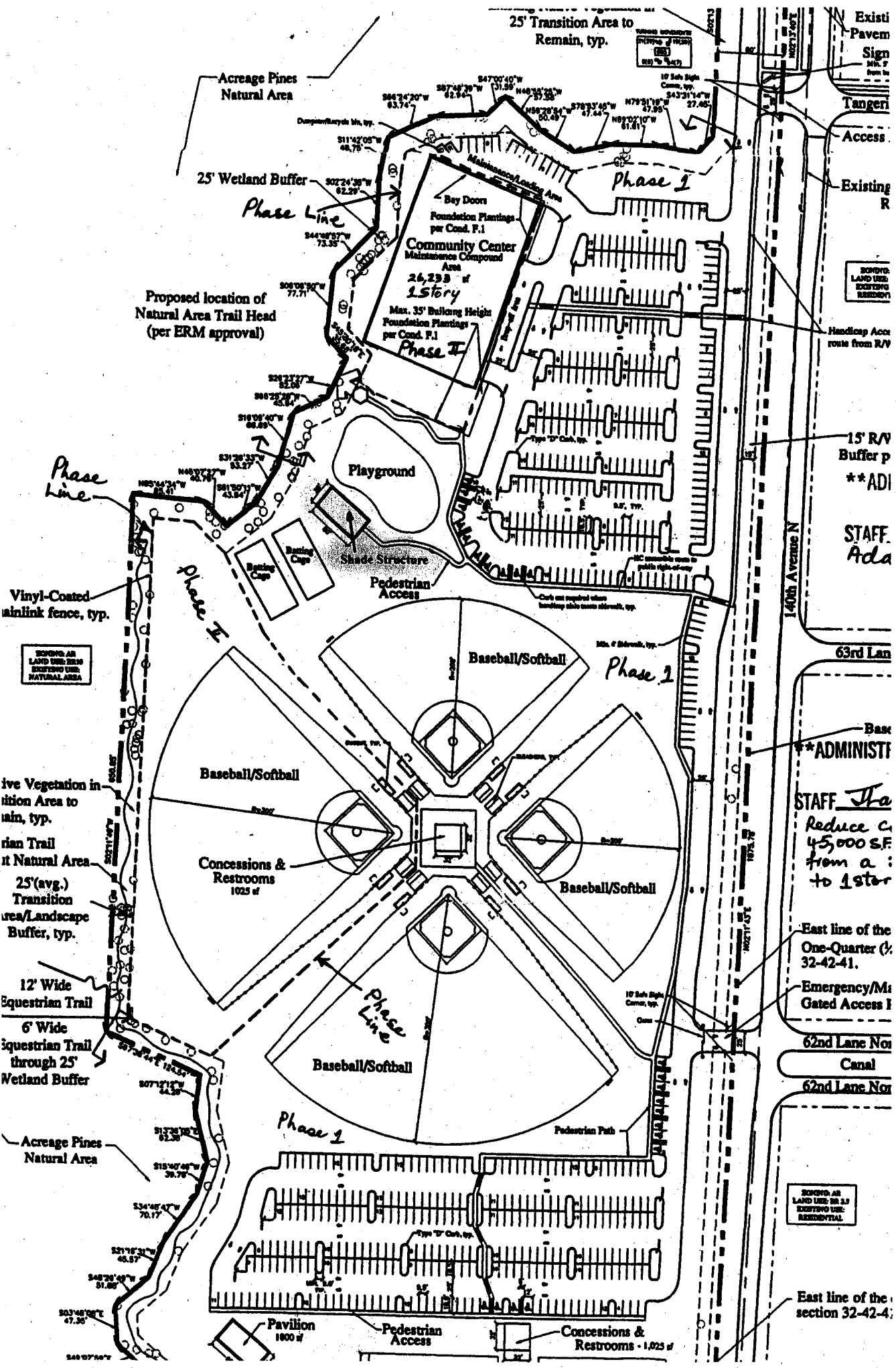
Site Plan (Legal Sized)

Amount of Recreation Assistance Program Funding awarded \$ \$5,000

District 6

(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbceov.com](mailto:syinger@pbceov.com)



Existing Pavement Sign  
 Tangerine Access  
 Existing R  
 Handicap Access route from R/V  
 15' R/V Buffer per \*\*ADI  
 STAFF ADA  
 63rd Lane  
 Base \*\*ADMINISTRATIVE  
 STAFF *Tha*  
 Reduce to 45,000 S.F. from a 1st story  
 East line of the One-Quarter Section 32-42-41.  
 Emergency/Maintenance Gated Access I  
 62nd Lane North Canal  
 62nd Lane North  
 East line of the section 32-42-4;

EXISTING AIR LAND USE: EXISTING USE: NATURAL AREA

EXISTING AIR LAND USE: EXISTING USE: RESIDENTIAL



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



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

EXHIBIT B

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

Grantee: \_\_\_\_\_

Submittal #: \_\_\_\_\_

\_\_\_\_\_  
Date

Project Name: \_\_\_\_\_

Contract Reimbursement Period: \_\_\_\_\_

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

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

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 <b>Indian Trail Improvement District</b> 13476 61st Street North West Palm Beach, FL 334121915	Administrator <b>Public Risk Underwriters</b> P.O. Box 958455 Lake Mary, FL 32795-8455	Producer <b>Acordia Southeast</b> 501 S. Flagler Dr. #600 West Palm Beach, FL 33401
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**TERMS AND CONDITIONS:** 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 0504502 06-05**      **COVERAGE PERIOD: FROM 10/01/2006 TO 10/01/2007 12:01 AM STANDARD TIME**


<b>LIABILITY COVERAGE</b> <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$1,000,000 / \$2,000,000      \$1,000 Deductible  <input checked="" type="checkbox"/> Public Officials Liability Limit \$1,000,000      \$15,000 Deductible  <input checked="" type="checkbox"/> Employment Practices Liability Limit \$1,000,000      \$5,000 Deductible  <input checked="" type="checkbox"/> Employee Benefits Liability Limit \$1,000,000 / \$2,000,000      \$1,000 Deductible  <input type="checkbox"/> Law Enforcement Liability Limit	<b>WORKERS' COMPENSATION COVERAGE</b> <input type="checkbox"/> Self Insured Workers' Compensation Self Insured Retention  <input type="checkbox"/> Statutory Workers' Compensation  <input type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease
<b>PROPERTY COVERAGE</b> <input checked="" type="checkbox"/> Buildings & Personal Property Limit Per schedule on file with Trust      \$5,000 Deductible <i>Note: See coverage agreement for details on wind, flood, and other deductibles</i>  <input type="checkbox"/> Rented, Borrowed and Leased Equipment Limit  <input checked="" type="checkbox"/> All other Inland Marine Limit \$2,281,031 TIV      See Schedule for Deductible	<b>AUTOMOBILE COVERAGE</b> <b>Automobile Liability</b> Limit \$2,000,000      \$1,000 Deductible  <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos  <b>Automobile Physical Damage</b> <input checked="" type="checkbox"/> Comprehensive      See Schedule for deductible <input checked="" type="checkbox"/> Collision      See Schedule for Deductible <input checked="" type="checkbox"/> Hired Autos, with limit of \$35,000

**NOTE:** The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

**Description of Operations/Locations/Vehicles/Special items:**

*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.**

<b>Certificate Holder</b> Palm Beach County Dept. of Environmental Resources Management Richard Walesky 3323 Belvedere Rd. Bldg. 502 West Palm Beach, FL 33406	<b>CANCELLATIONS</b> 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.  <div style="text-align: center;">                       AUTHORIZED REPRESENTATIVE                 </div>
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# CERTIFICATE OF COVERAGE

ISSUED ON 11/2/06

Designated Member <b>Indian Trail Improvement District</b> 13476 61st Street North West Palm Beach, FL 334121915	Administrator <b>Public Risk Underwriters</b> P.O. Box 958455 Lake Mary, FL 32795-8455	Producer <b>Acordia Southeast</b> 501 S. Flagler Dr. #600 West Palm Beach, FL 33401
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**COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST**

**AGREEMENT NUMBER: WC FL1 0504502 06-08**      **COVERAGE PERIOD: FROM 10/01/2006 TO 10/01/2007 12:01 AM STANDARD TIME**

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

**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.

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*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 <b>Palm Beach County BOCC</b> Property & Real Estate Management Attn: Director 3200 Belvedere Road Bldg. 1169 West Palm Beach, FL 33406-1544	<p><small>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.</small></p> <p style="text-align: center;"><i>Michael S. Dool</i></p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p>
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