

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: May 5, 2009

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Agreement with the City of Lake Worth for the period May 5, 2009, through December 1, 2009, in an amount not-to-exceed \$1,080 for the Lake Worth Youth Basketball Program.

**Summary:** This funding is to offset the cost of program expenses for Lake Worth's Youth Basketball Program. The Program serves approximately 150 youth. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to March 1, 2009. Funding is from the Recreation Assistance Program (RAP) District 3 Funds. District 3 (AH)

**Background and Justification:** The City of Lake Worth sponsors the Lake Worth Basketball Program as an annual coeducational recreation program for youth from seven through fifteen years of age. The program relies on non-discriminatory registration fees to help offset operational expenses and uses volunteer coaches, but is in need of assistance with the purchase of uniforms and equipment.


The amount needed by the City of Lake Worth for their Youth Basketball Program is \$1,080. The \$1,080 from District 3 RAP funding will offset the City's shortfall for the cost of uniforms and equipment. 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.

Attachment: Agreement

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Recommended by:   
Department Director

4/17/09  
Date

Approved by:   
Assistant County Administrator

4/28/09  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>1,080</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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><b>1,080</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u><b>0</b></u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

Is Item Included in Current Budget? Yes X No         
 Budget Account No.: Fund 3600 Department 583 Unit R903  
 Object 8101 Program N/A

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

FUND: Park Improvement Fund/Recreation Assistance Program  
 UNIT: RAP/District 3

Contributions Othr Govtl Agency                      3600-583-R903-046-8101                      \$1,080

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 4-24-09  
 OFMB 4/23/09      *[Signature]* 4/22/09      *[Signature]* 4/21/09

*[Signature]* 4/24/09  
 Contract Development and Control  
*[Signature]* 4/24/09

**B. Legal Sufficiency:**

This Contract complies with our contract review requirements.

*[Signature]* 4/28/09  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF LAKE WORTH FOR THE LAKE WORTH YOUTH BASKETBALL PROGRAM**

**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 sponsors the Lake Worth Youth Basketball program as an annual coeducational recreation program for youth from seven (7) through fifteen (15) years of age; and

**WHEREAS**, the program relies on non-discriminatory registration fees to help offset operational expenses and uses volunteer coaches, but is in need of assistance with the purchase of uniforms and equipment for the basketball program; and

**WHEREAS**, the program serves approximately one hundred fifty (150) youth; and

**WHEREAS**, uniforms and equipment for the Lake Worth Youth Basketball program are anticipated to cost approximately \$1,080; and

**WHEREAS**, Lake Worth has requested from County an amount not-to-exceed \$1,080 to help offset the cost of uniforms and equipment; and

**WHEREAS**, County desires to provide funding to offset costs for the uniforms and equipment in an amount not-to-exceed \$1,080; and

**WHEREAS**, funding for the uniforms and equipment in an amount not-to-exceed \$1,080 is available from the Recreation Assistance Program (RAP) District 3; and

**WHEREAS**, athletic programs for 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 \$1,080 to Lake Worth for the purchase of uniforms and equipment for the Youth Basketball program for uniforms and equipment 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 March 1, 2009. Those costs incurred by Lake Worth for the Project, approved and submitted accordingly by Lake Worth subsequent to March 1, 2009, 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 were 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, sexual orientation, gender identity, or expression.

6. Lake Worth shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until December 1, 2009, 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 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. Lake Worth shall complete the Project by September 1, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of March 1, 2009 through September 1, 2009. 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, 2009. 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.

11. In the event Lake Worth 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 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 Statute 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:  
Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

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

22. 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**

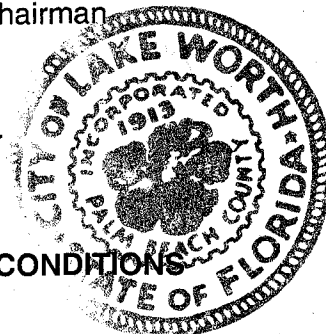
**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner John F. Koons, Chairman

**ATTEST:**  
By: *Sharon R. Bock* 3/12/29

**CITY OF LAKE WORTH**  
By: *John F. Koons* 3/12/29  
Mayor



**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

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

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



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

Name of Municipality: City of Lake Worth  
Mailing Address: 7 North Dixie Highway, Lake Worth, FL 33460

Name of Mayor: Jeff Clemens

Name of City Manager:

Project Liaison Information:

Name: Juan Ruiz  
Telephone #: 561-533-7363  
Fax #: 561-533-7371  
e-mail: jruiz@lakeworth.org

**PROJECT INFORMATION**

1. Name of Project: Lake Worth Basketball Program – Program Expenses
2. Project Description
  - General (Project Scope):  
The City of Lake Worth Youth Basketball program is an annual recreation based program. The program is co-ed and serves ages 7-15 year olds. The program uses volunteers for coaches. The program relies on registration fees to offset the many operating expenses associated with running the league. The grant will assist with the purchase of:
    - Team Uniforms
    - Basketball equipment
  - Public Purpose:  
The program is open to all Palm Beach County residents.
  - Location:  
City of Lake Worth Municipal Gymnasium  
1515 Wingfield Street  
Lake Worth, FL 33460
  - Anticipated Number of Participants/Users:
    - 150 boys and girls
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.

Uniforms, Equipment, registrations, and other miscellaneous expenses

4. Estimated Lump Sum Total for Project: \$ 1,080.00
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). 3/1/2009 to 9/1/2009

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 \_\_\_\_\_

7. Amount of Recreation Assistance Program Funding awarded \$ 1,080

District 23

**EXHIBIT A**



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



**Subject:** FW: Board CC  
**Attachments:** Exhibit A Form - Municipalities.doc

<b>CERTIFICATE OF COVERAGE</b>																																	
<p>Certificate Holder</p> <p style="margin-left: 40px;">Pam Beach County Board of County Commissioners 301 North Dixie Hwy. West Palm Beach, FL 33401</p>	<p>Administrator</p> <p style="margin-left: 40px;"><b>Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065</b></p>	<p>Issue Date 12/9/08</p>																															
<p><small>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.</small></p>																																	
<p><b>COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST</b></p>																																	
<p><b>AGREEMENT NUMBER:</b> FMIT 1113</p>	<p><b>COVERAGE PERIOD: FROM</b> 10/1/08</p>	<p><b>COVERAGE PERIOD: TO</b> 10/1/09 12:01 AM STANDARD TIME</p>																															
<p><b>TYPE OF COVERAGE - LIABILITY</b></p> <p><b>General Liability</b></p> <p>Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury</p> <p>Errors and Omissions Liability</p> <p>Supplemental Employment Practice</p> <p>Employee Benefits Program Administration Liability</p> <p>Medical Attendants'/Medical Directors' Malpractice Liability</p> <p>Broad Form Property Damage</p> <p>Law Enforcement Liability</p> <p>Underground, Explosion &amp; Collapse Hazard</p> <p style="margin-left: 20px;"><b>Limits of Liability</b></p> <p style="margin-left: 40px;">Deductible \$100,000 Self Insured Retention</p> <p><b>Automobile Liability</b></p> <p>All owned Autos (Private Passenger)</p> <p>All owned Autos (Other than Private Passenger)</p> <p>Hired Autos</p> <p>Non-Owned Autos</p> <p style="margin-left: 20px;"><b>Limits of Liability</b></p> <p style="margin-left: 40px;">Deductible \$100,000 Self Insured Retention</p>	<p><b>TYPE OF COVERAGE - PROPERTY</b></p> <table style="width:100%; border: none;"> <tr> <td style="width: 50%;"><b>Buildings</b></td> <td style="width: 50%;"><b>Miscellaneous</b></td> </tr> <tr> <td>Basic Form</td> <td>Inland Marine</td> </tr> <tr> <td>Special Form</td> <td>Electronic Data Processing</td> </tr> <tr> <td><b>Personal Property</b></td> <td>Bond</td> </tr> <tr> <td>Basic Form</td> <td></td> </tr> <tr> <td>Special Form</td> <td></td> </tr> <tr> <td>Agreed Amount</td> <td></td> </tr> <tr> <td>Deductible Various</td> <td></td> </tr> <tr> <td>Coinsurance</td> <td></td> </tr> <tr> <td>Blanket</td> <td></td> </tr> <tr> <td>Specific</td> <td></td> </tr> <tr> <td>Replacement Cost</td> <td></td> </tr> <tr> <td>Actual Cash Value</td> <td></td> </tr> </table> <p style="text-align: center; margin-top: 10px;"><b>Limits of Liability on File with Administrator</b></p> <hr/> <p><b>TYPE OF COVERAGE - WORKERS' COMPENSATION</b></p> <p>Statutory Workers' Compensation</p> <table style="width:100%; border: none;"> <tr> <td style="width: 60%;">Employers Liability</td> <td>\$1,000,000 Each Accident</td> </tr> <tr> <td></td> <td>\$1,000,000 By Disease</td> </tr> <tr> <td></td> <td>\$1,000,000 Aggregate By Disease</td> </tr> </table> <p>Deductible \$350,000 Self Insured Retention</p>	<b>Buildings</b>	<b>Miscellaneous</b>	Basic Form	Inland Marine	Special Form	Electronic Data Processing	<b>Personal Property</b>	Bond	Basic Form		Special Form		Agreed Amount		Deductible Various		Coinsurance		Blanket		Specific		Replacement Cost		Actual Cash Value		Employers Liability	\$1,000,000 Each Accident		\$1,000,000 By Disease		\$1,000,000 Aggregate By Disease
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Special Form																																	
Agreed Amount																																	
Deductible Various																																	
Coinsurance																																	
Blanket																																	
Specific																																	
Replacement Cost																																	
Actual Cash Value																																	
Employers Liability	\$1,000,000 Each Accident																																
	\$1,000,000 By Disease																																
	\$1,000,000 Aggregate By Disease																																
<p><b>Automobile/Equipment - Deductible</b></p>																																	

Physical Damage - Comprehensive - Auto - Collision - Auto - Miscellaneous Equipment

**Other**

\* The limit of liability is \$5,000,000 for General Liability and \$ for Automobile Liability (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of \$100,000. This limit is 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.

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.

**DESIGNATED MEMBER**

CITY OF LAKE WORTH  
7 NORTH DIXIE HIGHWAY  
LAKE WORTH FL 33460  
ATTN: DAVE MURPHY, RISK MANAGER

**CANCELLATIONS**

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE 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.



AUTHORIZED REPRESENTATIVE