

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2009

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 receive and file: Palm Beach County Florida Boating Improvement Program Project Agreement with the Town of Lake Park for the period July 15, 2009, through July 14, 2010, in an amount not-to-exceed \$52,000 for the Lake Park Harbor Marina Emergency Boat Ramp Remediation project.

Summary: On April 21, 2009, the Board approved \$52,000 in Florida Boating Improvement Program (FBIP) funding for emergency repair of existing boat ramps at the Lake Park Harbor Marina. The Board also authorized staff to prepare an FBIP Project Agreement to be executed by the County Administrator or his designee on behalf of the County. The Agreement allows for the reimbursement of eligible expenses subsequent to January 15, 2009. District 1 (AH)

Background and Justification: The attached FBIP Agreement is for emergency repairs made at the Lake Park Harbor Marina boat ramps. The repairs included engineering and design, mobilization of equipment, purchase of materials, installation of foundation and temporary staking, core drilling of south slab, pouring of grout, assembly and installation of revetment, clean-up and demobilization.


The Palm Beach County FBIP program is funded by revenue collected from Palm Beach County boater owner registration fees. The FBIP Project Agreement specifies requirements for funding recipients, such as non-discriminatory usage of the facility by Palm Beach County residents, regardless of residency. The completion date for the repairs and submission of reimbursement documentation to the County is August 17, 2009. The term of the Agreement is for 25 years from the date of approval of this Agreement, or until August 17, 2034.

The Agreement has been executed on behalf of the Town of Lake Park and Palm Beach County, and is now being returned for Receive and File.

Attachment: Fully executed FBIP Project Agreement

Recommended by: 
Department Director

7/22/09
Date

Approved by: 
Assistant County Administrator

7/31/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>52,000</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>
NET FISCAL IMPACT	<u>52,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 581 Unit P682
 Object 8101 Program N/A

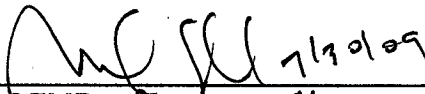
B. Recommended Sources of Funds/Summary of Fiscal Impact:

FUND: Park Improvement Fund
 UNIT: Lake Park Harbor Marina Boat Ramp Remediation FY2009
 Contributions Othr Govtl Agency 3600-581-P682-8101 \$52,000

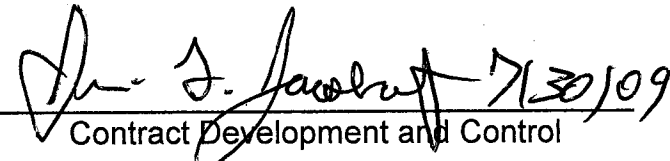
C. Departmental Fiscal Review: _____ chopelakis _____

III. REVIEW COMMENTS

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

 7/19/09

 OFMB 7/29/09 07/27/09 CN 7/24/09

 7/30/09

 Contract Development and Control

B. Legal Sufficiency:

Anne Delmont 7/31/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

This summary is not to be used as a basis for payment

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of July, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as "Municipality".

WITNESSETH:

WHEREAS, in accordance with Section 328.72, Florida Statutes, the tax collector shall distribute vessel registration fees to the Board of County Commissioners; and

WHEREAS, in accordance with Section 328.72(15), Florida Statutes, said vessel registration fees are used for the sole purpose of providing recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Florida Statute 327.53; and

WHEREAS, the Board of County Commissioners has adopted Resolution No. R-99-77, as amended by Resolution No. R-2007-1840, establishing the Palm Beach County Florida Boating Improvement Program ("FBIP"); and

WHEREAS, said FBIP specifically provides for the County's allocation of vessel registration fees to municipalities for the purpose of funding eligible boating related projects; and

WHEREAS, the Municipality has submitted a Project Application requesting FBIP funds in an amount not to exceed \$52,000 for use toward Lake Park Harbor Marina Emergency Boat Ramp Remediation, which is an eligible project in accordance with Resolution No. R-99-77, as amended; and

WHEREAS, funding in an amount not-to-exceed \$52,000 is available from FBIP funds; and

WHEREAS, the parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements expressed herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.

2. This Agreement shall be performed in accordance with Section 328.72(15), Florida Statutes, and Palm Beach County Resolution No. R-99-77 as amended, which are hereby incorporated by reference as if fully set forth herein.

3. The term of this Agreement shall be for a period of twenty five (25) years commencing upon the date of full execution by the parties hereto.

4. a. The County hereby agrees to pay the Municipality an amount not to exceed \$52,000 on a reimbursement basis for costs associated with the

Municipality's eligible boating related project which includes Lake Park Harbor Marina Emergency Boat Ramp Remediation, hereinafter referred to as "Project", as more fully described in "Exhibit A", the Project Application, which is attached hereto and incorporated herein.

b. The County and the Municipality hereby agree that expenditure of funds by Municipality for said Project subsequent to January 15, 2009, shall be eligible for reimbursement from County.

5. The County shall use its best efforts to provide said funds to the Municipality within forty-five (45) days of receipt of the following information:

a. A Project Completion Certification form as provided by the County;

b. Project reimbursement forms provided by the County as applicable: Actual Cost Contract Payment Request, Contractual Services Purchases Schedule, Salaries and Wages Schedule, Direct Material Purchases Schedule, Material Grantee Stock Material Cost Schedule, and Grantee Equipment Costs Schedule.

c. A Notice of Limitation of Use as provided by the County that has been filed with the deed to the property in the public records of Palm Beach County.

6. The Municipality is fully aware and understands that the County's performance and obligation to pay under this Agreement is contingent upon funding by the tax collector to the Board of County Commissioners through its annual appropriation of vessel registration fees.

7. The Municipality shall complete the Project and provide accounting data to County for same on or before twelve (12) months from the date of execution of this Agreement by the parties hereto. Upon written notification to the County, at least ninety (90) days prior to the expected completion date, the Municipality may request an extension beyond this period for the purpose of completing the Project. The County shall not unreasonably deny the Municipality's request for said extension.

8. The Municipality shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended on the Project as funded pursuant to this Agreement for a period of not less than three (3) years. Upon advance notice to the Municipality, the County shall have the right to inspect the Project as well as the right to inspect and audit said books, records, documents and other evidence pertaining to the Project during normal business hours.

9. The Municipality warrants that the Project shall be open to all Palm Beach County residents on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity, or expression.

10. The Municipality hereby agrees that it shall be responsible for all costs of operation and maintenance of the Project for the term of this project Agreement.

11. The County shall have the right to terminate this Agreement due to Municipality's non-compliance with the terms and conditions hereof or with non-compliance with Resolution No. R-99-77, as amended. Upon said termination, the Municipality shall refund the County all FBIP funds tendered for the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended. A determination of non-compliance by the County may result in the MUNICIPALITY being ineligible for further FBIP funding until a time certain and/or under certain conditions as designated by the County. The Municipality may request termination of this Agreement and the County, at its sole discretion, may elect to accept said termination. In such instance, the Municipality shall refund the County all FBIP funds used on the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended.

12. Within the extent permitted by law and without waiving the right sovereign immunity, the Municipality shall indemnify and hold the County harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense of whatsoever kind or nature arising in a manner directly or indirectly related to the Municipality's performance of this Agreement. However, the Municipality does not indemnify the County from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense due to the County's negligence or willful misconduct. The liability limits set forth in Section 768.28, Florida Statutes, shall not be waived. This provision shall survive termination and expiration of this Agreement.

13. Prior to execution of this Agreement by the County, the Municipality shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from the Municipality's Risk manager. The Municipality shall, during the term of this Agreement and any extension hereof, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, to specifically cover all exposures associated with the Project and terms and conditions of this Agreement. Where permissible with respect to the above coverage, such policy shall include Palm Beach County as additional insured. All policies shall contain a clause providing the County with at least thirty (30) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the foregoing requirements shall not relieve the Municipality of its liability and obligations under this Agreement.

14. This Agreement represents the entire agreement of the parties and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

15. The parties 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.

16. 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. In the event any action, suit, or proceeding is commenced with respect to interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorneys fees incurred by such party in connection herewith.

17. 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 the MUNICIPALITY:

Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

~~ATTEST:~~ WITNESSES:

PALM BEACH COUNTY, FLORIDA ON BEHALF OF ITS BOARD OF COUNTY COMMISSIONERS

~~SHARON R. BOCK,
CLERK & COMPTROLLER~~

By: Susan W. Yinger
Deputy Clerk

By: [Signature]
Robert Weisman, County Administrator

By: Jessica Kinnell

ATTEST:

TOWN OF LAKE PARK

By: Vivian Sanchez
Municipality Clerk



By: [Signature]
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Anne Helgent
County Attorney

Date Received: 3-15-09

PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT APPLICATION

Part A: Identification

Applicant Information

Municipality: Town of Lake Park
Project Name: Lake Park Harbor Marina Emergency Boat Ramp Remediation
Project Liaison: Maria Davis
Title: Town Manager
Address: 535 Park Avenue
Lake Park, FL Zip Code: 33403
Telephone: (561) 881-3304

I hereby certify that the information provided in this application is true and accurate.

Signature: Maria Davis Date: 3/11/09

Project Information

FBIP Amount Requested: \$ 52,000

Project Type (check one)

Acquisition Development Retroactive

Site Control (check one)

Acquiring Leased Own

If Leased, Date of Expiration: _____

Brief Project Description:

The existing boat ramp is undermined the seaward toe, leaving the precast slab unsupported. This situation requires that the ramps be repaired as soon as possible to prevent structural failure and/or extended loss of service of the ramps. During the course of surveying the basin for construction debris left from marina construction, it was discovered that the boat ramps have been undermined due to improper design of the stabilization base beneath the ramps. Ballast rock was used as a base when the design should have required "rip rap" as a geotechnical stabilizer to preclude wash-out from boat props.

PALM BEACH COUNTY
 FLORIDA BOATING IMPROVEMENT PROGRAM
 PROJECT APPLICATION

Page 2

Part B: Development

Project Description

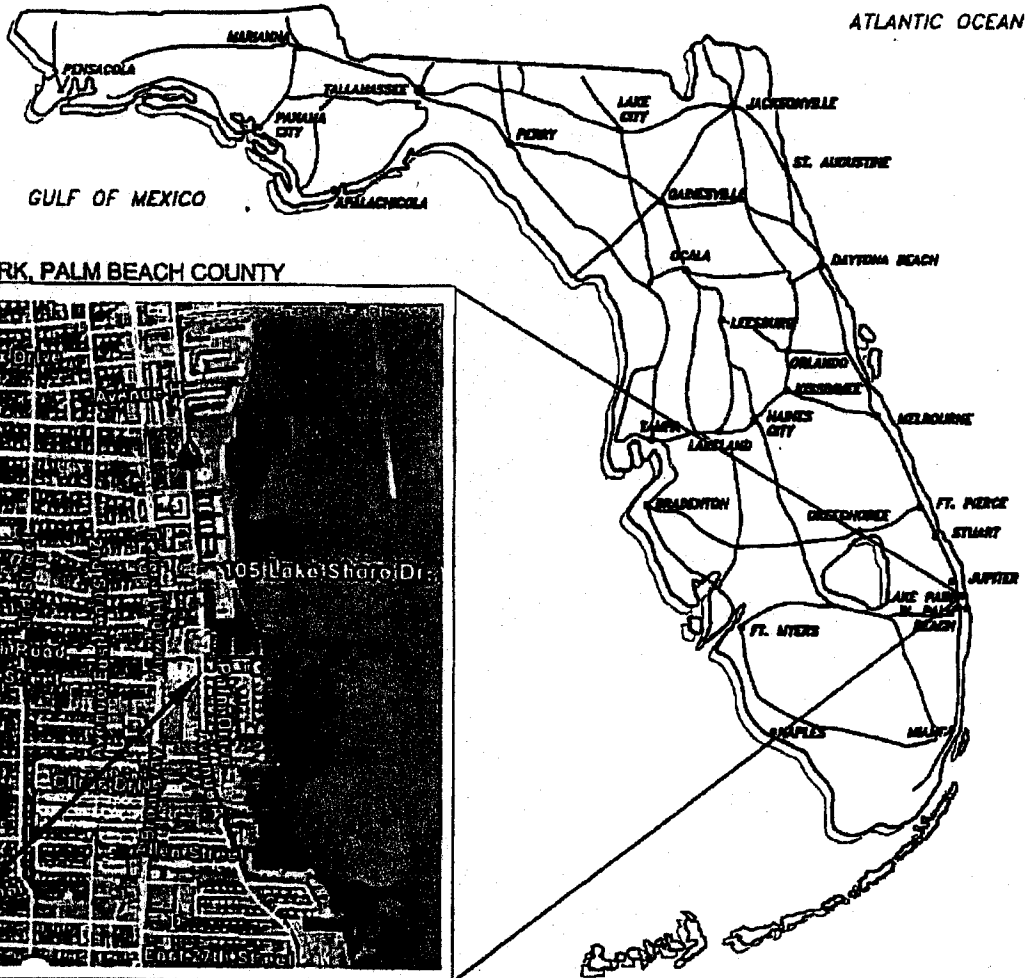
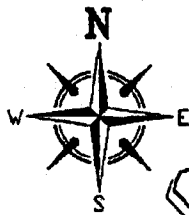
Type and Estimated Cost of Proposed Development by Facility

<i>Facility</i>	<i>Quantity (Number and/or Footage)</i>	<i>Estimated Cost</i>
1. Engineering & Design		4,000.00
2. Mobilization of Equipment		1,500.00
3. Purchase of materials		25,000.00
4. Installation of EX Geogrid foundation and temporary staking		2,500.00
5. Core drilling of South Slab		2,500.00
6. Form and pour void with engineer approved grout		5,000.00
7. Assembly and Installation of Armorloc revetment		10,000.00
8. Clean-up and demobilization		1,500.00
Total		\$ 52,000.00

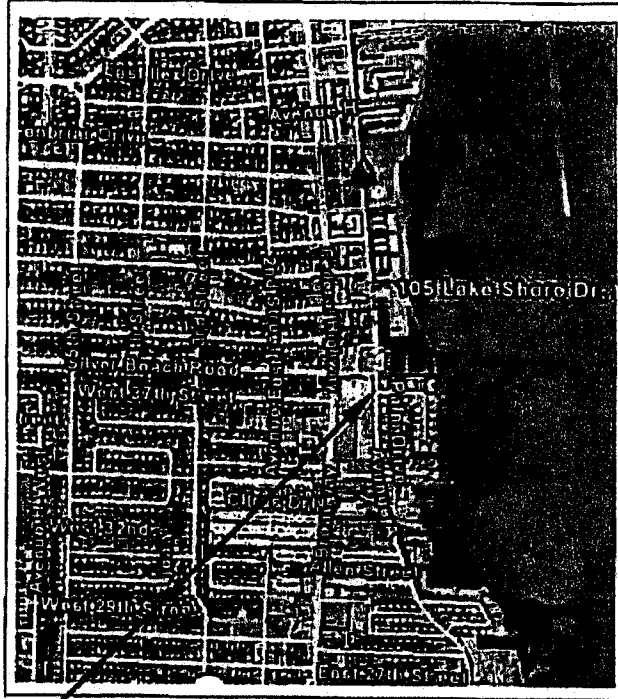
Attachments (Required prior to Application Consideration)

- Location Map: Attach a detailed street, road or highway map locating the project site and provide driving instructions from the nearest intersection.
- Site Plan: Attach a legal sized conceptual site plan displaying location of planned facilities, if applicable.
- Boundary Map: Provide a boundary map clearly identifying the project boundaries.

TOWN OF LAKE PARK - MARINA



LAKE PARK, PALM BEACH COUNTY



PROJECT LOCATION:
LAKE PARK MARINA @
105 LAKE SHORE DRIVE, LAKE PARK, FL

SECTION: 21
 TOWNSHIP: 42
 RANGE: 43

SITE LOCATION MAP
 STATE OF FLORIDA
 NOT TO SCALE

CLIENT: TOWN OF LAKE PARK

PROJECT: BOAT RAMP REMEDIATION
FILE #: 2009-320

SHEET: COVER SHEET

SHEET NO.: 1 of 7

DATE: JAN. 15, 2009

REVISED:

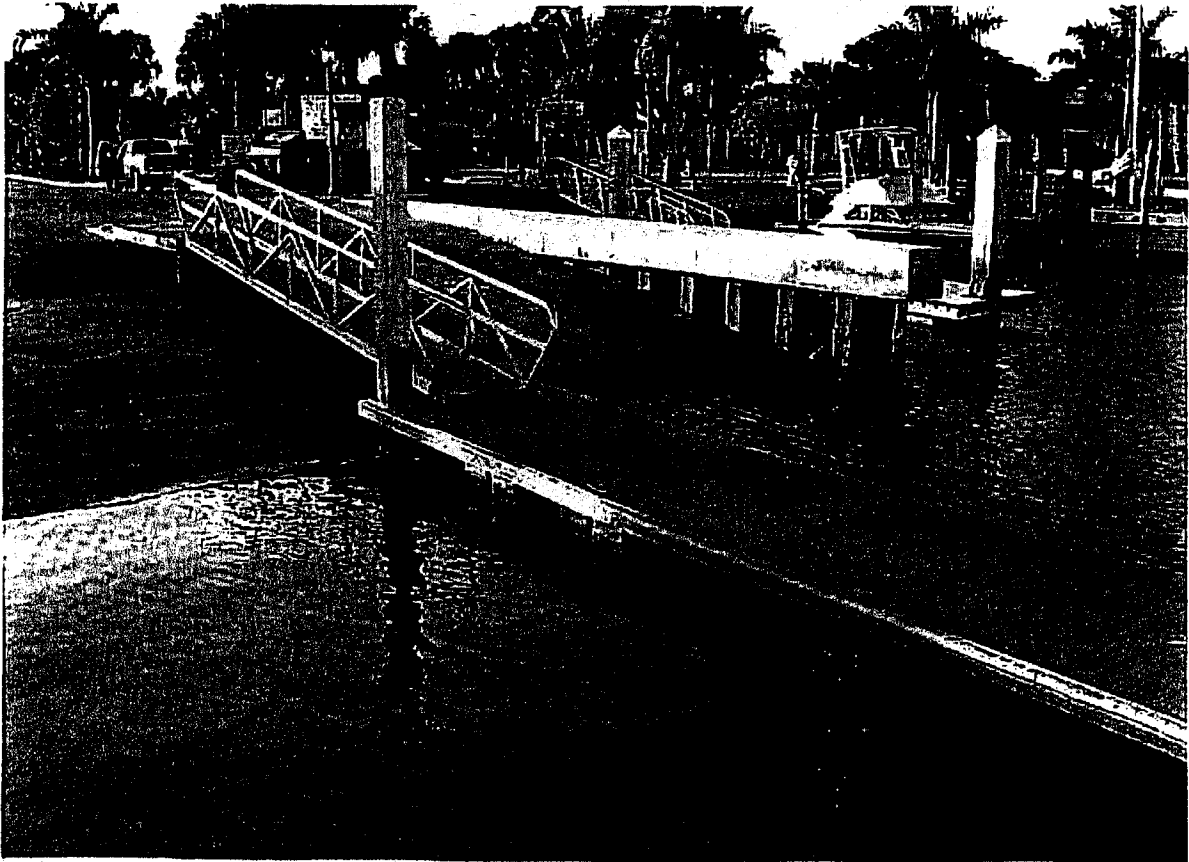
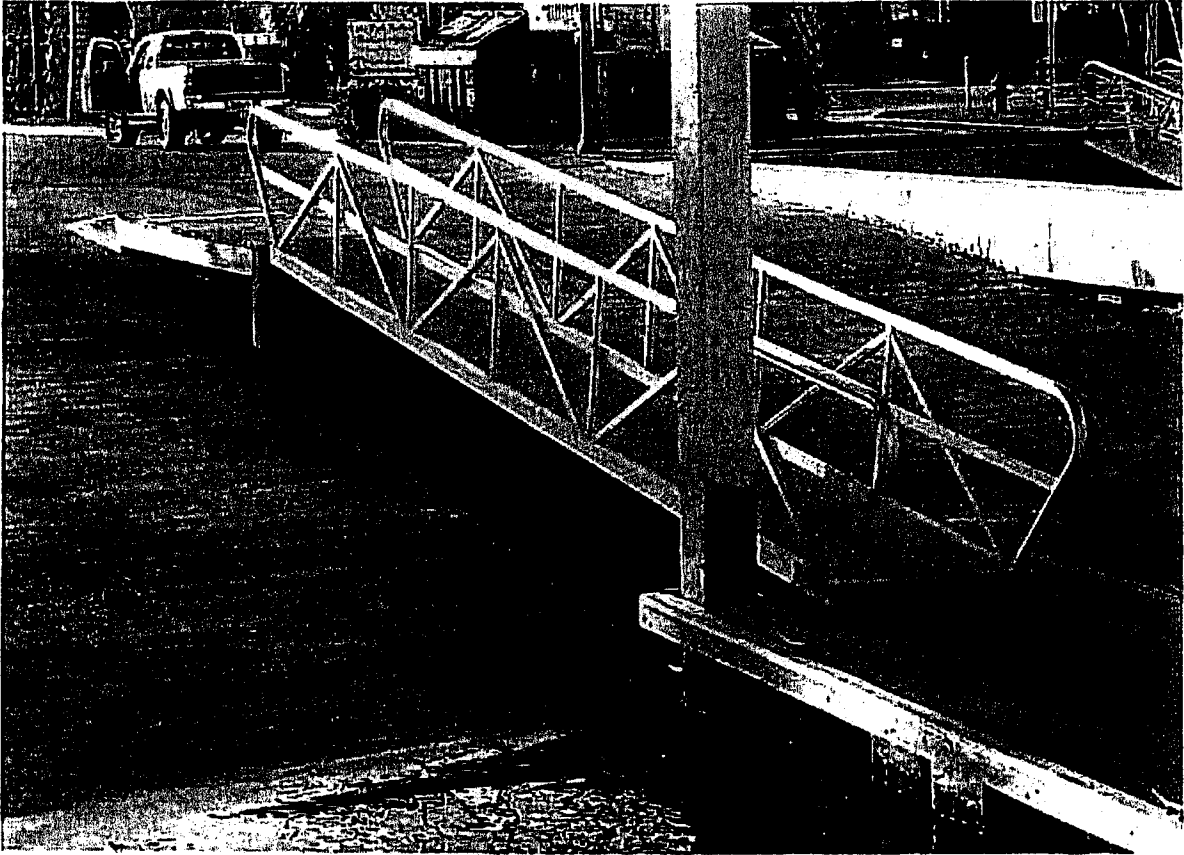
CUTCHER & ASSOCIATES, INC.
CIVIL ENGINEERS

702 NORTH U.S. HWY 1
 TALLAHASSEE, FLORIDA 32304

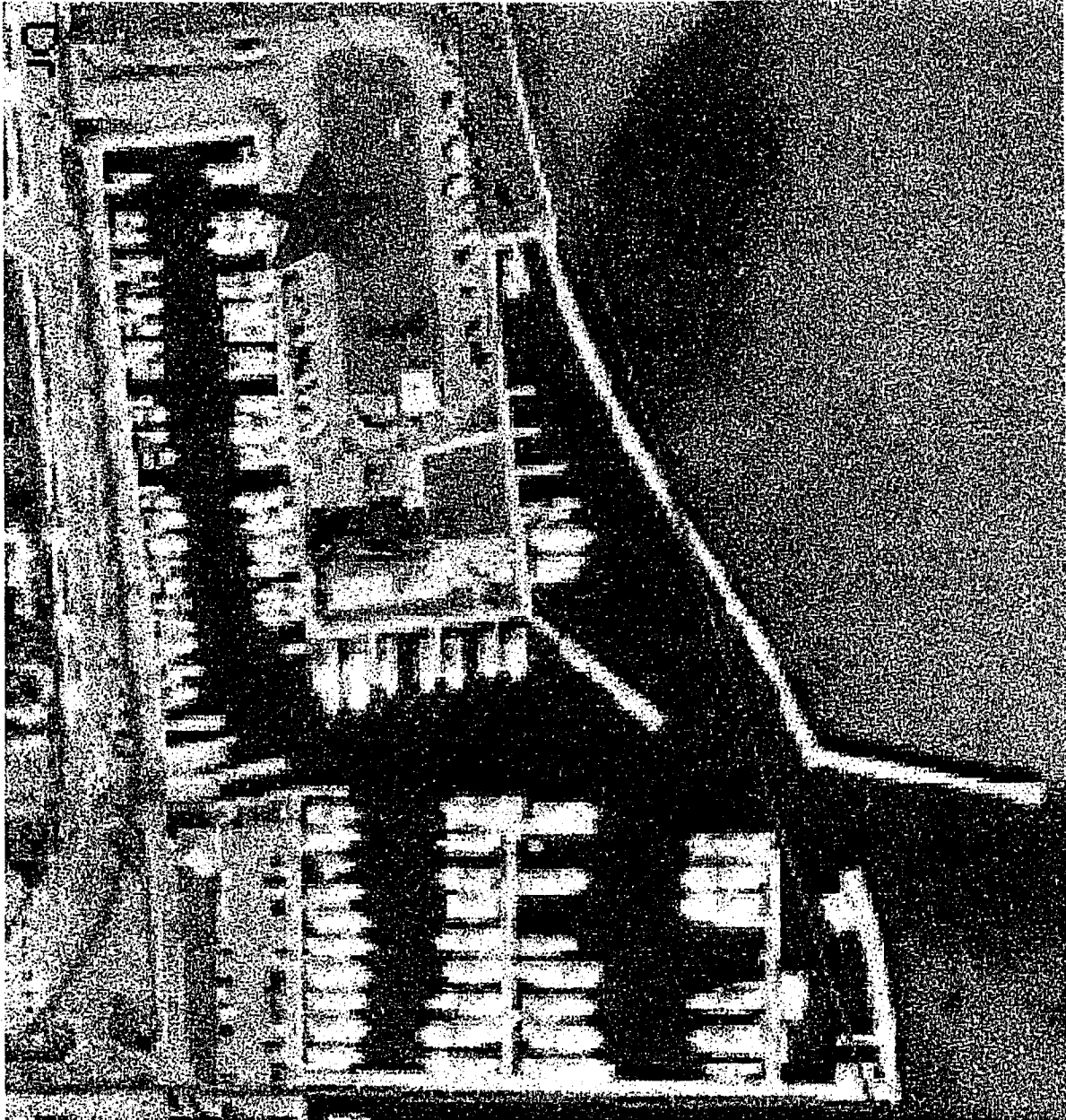
VOICE (850) 748-6745
 FAX (850) 748-6863
 EMAIL: info@cutterassociates.com



P.E. NO. 50722
 AUTHORITY: 68-11



PROJECT SITE



★ Green line denotes property line from tax map, not project boundary. Photo depicts Project Site.

EXHIBIT A

PARCEL 1

A tract of sovereignty land in Lake Worth in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the point of intersection of the east right-of-way line of Lake Shore Drive, as said right-of-way is shown on Plat of Kelsey City (now Lake Park) on file in the office of the Clerk of the Circuit Court, in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 23, with the easterly projection of the north line of Lot 16, Block 115, as shown on said Plat of Kelsey City; thence north $85^{\circ}22'45''$ east, along said easterly projection of the north line of Lot 16, a distance of 190 feet to a point in the high water line of the west shore of Lake Worth and the point of beginning of the herein described tract of sovereignty land; thence continuing along the same course, a distance of 164.23 feet to a point in the Town of Lake Park bulkhead line as established by Ordinance No. 28; said point being also the beginning of a curve concave to the northeast, having a radius of 872.74 feet and a central angle of $34^{\circ}00'06''$; thence southerly and southeasterly along the arc of said curve, and said bulkhead line, a distance of 482.88 feet to a point of reverse curvature, said reverse curve being concave to the southwest, having a radius of 960 feet and a central angle of $28^{\circ}49'12''$; thence southeasterly and southerly along the arc of said curve and said bulkhead line, a distance of 215.27 feet to a point in the easterly projection of the south line of Lot 28, Block 114, of said Plat of Kelsey City; thence south $85^{\circ}22'45''$ west along said easterly projection of the south line of Lot 28, a distance of 525.53 feet to a point in the aforesaid high water line of the west shore of Lake Worth; thence north $01^{\circ}13'26''$ west along said high water line, a distance of 173 feet; thence north $01^{\circ}52'45''$ east, along said high water line, a distance of 185 feet; thence north $18^{\circ}37'15''$ west, along said high water line, a distance of 175 feet; thence north $19^{\circ}52'45''$ east, along said high water line, a distance of 32 feet; thence north $77^{\circ}52'45''$ east, along said high water line, a distance of 85 feet; thence south $40^{\circ}07'15''$ east, along said high water line, a distance of 30 feet; thence south $08^{\circ}07'15''$ east, along said high water line, a distance of 240 feet; thence south $27^{\circ}22'45''$ west, along said high water line, a distance of 35 feet; thence south $40^{\circ}35'15''$ east, along said high water line, a distance of 25 feet; thence north $79^{\circ}22'45''$ east, along said high water line, a distance of 100 feet; thence north $01^{\circ}52'45''$ east, along said high water line, a distance of 185 feet; thence north $16^{\circ}37'15''$ west, along said high water line, a distance of 175 feet; thence north $50^{\circ}37'15''$ west, along said high water line, a distance of 60 feet to the point of beginning.

Containing 4.713 acres, more or less.

PARCEL 2

A parcel of sovereignty land in Section 21, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in a line 35 feet north of and parallel to the south line of said Section 21, said point being in the high water line on the westerly shore of Lake Worth at a distance of 126 feet south $88^{\circ}01'45''$ east from the easterly right-of-way line of Lake Shore Drive according to the plat thereof recorded in Road Plat Book 1, Page 157, Public Records of Palm Beach County, Florida; thence north $37^{\circ}31'45''$ west, along said high water line, a distance of 83.50 feet; thence north $27^{\circ}46'45''$ west, along said high water line, a distance of 78 feet; thence north $09^{\circ}09'05''$ west, along said high water line, a distance of 68.8 feet, more or less, to a point in the easterly projection of the south line of Lot 28, Block 114, Plat of Kelsey City, according to the plat thereof recorded in Plat Book 3, Page 28, Public Records of Palm Beach County, Florida; thence north $85^{\circ}22'45''$ east, along said south line of Lot 28, Block 114, Kelsey City, projected easterly, a distance of 521.69 feet to a point in the Town of Lake Park bulkhead line, established by Ordinance No. 28 on February 6, 1961, recorded in Plat Book 27, Page 1, Public Records of Palm Beach County, Florida, said point being in the arc of a curve concave to the southwest having a radius of 872.74 feet and a central angle of $17^{\circ}34'03''$; thence southeasterly and southerly along the arc of said curve and said Town of Lake Park bulkhead line, a distance of 267.59 feet to a point in the aforesaid parallel line 35 feet north of the south line of said Section 21, thence north $88^{\circ}01'45''$ west along said parallel line, a distance of 473.67 feet to the point of beginning.

Containing 2.748 acres, more or less.

tlp\legal.exe

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
DIRECTOR OF PARKS AND RECREATION
PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT
2700 SIXTH AVENUE SOUTH
LAKE WORTH FL 33461

Administrator

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

Issue Date 6/18/09

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0795

COVERAGE PERIOD: FROM 10/1/08

COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease

Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage Stoploss Deductible: \$25,000 - Comprehensive - Auto Stoploss Deductible: \$25,000 - Collision - Auto N/A - Miscellaneous Equipment

Other

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 \$2,000,000 (combined single limit) 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

Re: Agreement for Lake Park Harbor Marina Emergency Boat Ramp Remediation project.

The Certificate Holder is hereby added as additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

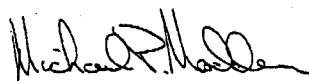
Note: coverage will not be cancelled on or less than 30 days.

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

TOWN OF LAKE PARK
535 PARK AVENUE
LAKE PARK FL 33403

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