

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2010 | 2011 | 2012 | 2013 | 2014 |
|--|-------------------------|-------------------|-------------------|-------------------|-------------------|
| Capital Expenditures | <u>5,000,000</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>5,000,000</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> | <u>-0-</u> |
| # ADDITIONAL FTE POSITIONS (Cumulative) | <u>0</u> | <u> </u> | <u> </u> | <u> </u> | <u> </u> |

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3020 Department 581 Unit P575
 Object 8101 Program

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

FUND: \$25M GO 05, Parks & Cultural Improvements
 UNIT: Lake Worth Municipal Beach & Casino/Pass-Through
 Contributions Othr Govtl Agency 3020-581-P575-8101 \$5,000,000

C. Departmental Fiscal Review: *Kind Payment*

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

Jim Oul 1-25-10
 OFMB
OK 1/19/10
SD 1/20/10
1/19/10

Joe J. Jundt 1/26/10
 Contract Development & Control
E. J. Jundt 1/26/10

B. Legal Sufficiency:
Paul F. F. 1/27/10
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Departmental Review:

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF
LAKE WORTH FOR FUNDING OF PUBLIC IMPROVEMENTS FOR THE LAKE
WORTH BEACH REDEVELOPMENT PROJECT**

THIS INTERLOCAL 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 "CITY OF LAKE WORTH", a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 10 South Ocean Boulevard in Lake Worth; and

WHEREAS, MUNICIPALITY desires to design and construct public improvements for the Lake Worth Beach Redevelopment Project, hereinafter referred to as "the Project" at said location; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the design and construction of said project; and

WHEREAS, on November 5, 2002, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to certain recreation and cultural facilities, in the principal amount of \$50 Million ("the \$50 Million Recreation and Cultural Facilities Bond"); and

WHEREAS, the COUNTY has approved a recreation and cultural facilities project list and proposed funding allocations for the \$ 50 Million Recreation and Cultural Facilities Bond; and

WHEREAS, the Project represents one such recreation/cultural project; and

WHEREAS, MUNICIPALITY desires to operate and maintain the Project upon its completion; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County, including six hundred and thirteen (613) public spaces that are available to all County residents on the same basis and cost as municipal residents; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$5,000,000 for the design and construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide COUNTY with a certification, in a form acceptable to the COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Interlocal Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$0 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$0.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the design and construction of the Project shall be Susan A. Stanton, City Manager, Lake Worth, 561-586-1630.

Section 1.06 MUNICIPALITY shall design and construct the Project upon property owned by MUNICIPALITY as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 The Project shall provide a minimum of six hundred and thirteen (613) public parking spaces that are available to all County residents on the same basis and cost as

municipal residents. MUNICIPALITY shall not charge discriminatory fees for any of the six hundred (613) public parking spaces, including MUNICIPAL resident multi-day, seasonal, or annual decals, passes, or discounts, unless offered to COUNTY residents on the same basis.

Section 1.08 MUNICIPALITY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. MUNICIPALITY agrees to meet design and construction milestones in Article 2 and to complete the Project within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY'S failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement, and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement.

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 MUNICIPALITY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY's Representative for review no later than six (6) months from the date of execution of this Interlocal Agreement by the parties hereto. COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 MUNICIPALITY shall be responsible for completing engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than eighteen (18) months from the date of execution of this Interlocal Agreement by the parties hereto.

Section 2.05 MUNICIPALITY shall award the bid for construction of the Project and commence Project construction no later than twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. Prior to MUNICIPALITY commencing construction of the Project, MUNICIPALITY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY shall totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto.

Section 2.07 MUNICIPALITY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 as well as separate Status Reports at such times that design and construction milestones have been met during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to MUNICIPALITY for the Project until MUNICIPALITY has appropriated and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Interlocal Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY's Project Administrator and

Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 Project design costs will not be reimbursed until MUNICIPALITY is in possession of all required Project construction plans, specifications, and permits and provides a copy of the Project construction contract to COUNTY.

Section 3.04 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY completes the Project and provides COUNTY with a Certificate of Occupancy and a Project Completion Certification statement and COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.05 MUNICIPALITY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of a Certificate of Occupancy and Project Completion Certification to COUNTY.

Section 3.06 County agrees to reimburse MUNICIPALITY an amount not to exceed \$0 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.07 For construction projects fully funded by COUNTY, no more than 10% of COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Interlocal Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by the MUNICIPALITY, and will not be eligible for reimbursement from COUNTY.

Section 3.08 COUNTY shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY'S Chief Financial Officer or an independent auditor that MUNICIPALITY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to MUNICIPALITY under this Interlocal Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 4.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project, and warrants that there shall never be less than six hundred thirteen (613) public parking spaces located on the Property that are available to all County residents on the same basis and cost as municipal residents during the term of this Agreement.

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. MUNICIPALITY may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY transfers ownership of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the project to a party or parties not now a part of this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 MUNICIPALITY warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation, gender identity, or expression with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of County Commissioners, unless otherwise directed by COUNTY's Representative.

ARTICLE 6: ACCESS AND AUDITS

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the design and construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

With a copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to MUNICIPALITY:

City Manager, City of Lake Worth
City Hall, 7 North Dixie Highway
Lake Worth, Florida 33460

With a copy to:

City Attorney
City of Lake Worth
City Hall, 7 North Dixie Highway
Lake Worth, Florida 33460

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

Upon the occurrence of one or more of the following events set forth below, COUNTY may find MUNICIPALITY in non-compliance and shall use any and all rights and remedies to this Interlocal Agreement as indicated in Article 9 for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein:

1. Failure to provide six hundred thirteen (613) public parking spaces located on the Property that are available to all County residents on the same basis and cost as municipal residents during the term of this Agreement.
2. Failure to provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY's Representative for review no later than six (6) months from the date of execution of this Interlocal Agreement.
3. Failure to complete engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than eighteen (18) months from the date of execution of this Interlocal Agreement.
4. Failure to award the bid for construction of the Project and commence Project construction no later than twenty four (24) months from the date of execution of this Interlocal Agreement.
5. Failure to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement.
6. Failure in the performance of any of the material terms and conditions as set forth herein.

ARTICLE 9: REMEDIES

In the event of any non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth in Article 8 and if MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available as determined by COUNTY. These County remedies include, but are not limited to terminating the Interlocal Agreement and requiring MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in

equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that MUNICIPALITY 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 COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend 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 intentional or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Interlocal Agreement, the foregoing indemnification shall apply not only during the term of this Interlocal Agreement but also apply for the period prior to the Interlocal Agreement for which MUNICIPALITY is eligible to receive reimbursement from COUNTY.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges to be either insured or 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.

MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on MUNICIPALITY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

MUNICIPALITY shall agree to provide a statement 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.

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

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, MUNICIPALITY 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 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be

affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between COUNTY and MUNICIPALITY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

ATTEST:

CITY OF LAKE WORTH

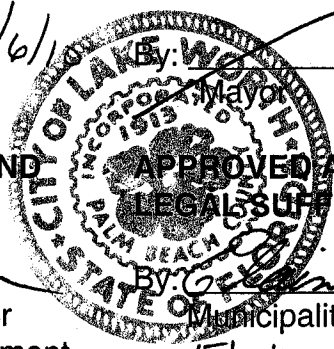
By: *Dorinda Lopez* 1/6/11
City Clerk

By: _____
[Signature]

APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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



By: *Elaine A. Humphreys*
Municipality Attorney
Elaine A. Humphreys

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

LIST OF EXHIBITS

- EXHIBIT A** **Project Description, Conceptual Site Plan, and Cost Estimate**
- EXHIBIT B** **Legal Description of Property**
- EXHIBIT C** **Contract Payment Request Form (Page 1 of 2) and
Contractual Services Purchase Schedule Form) (Page 2 of 2)**
- EXHIBIT D** **Pre-Agreement Cost List (Not Applicable)**

EXHIBIT A

**PROJECT DESCRIPTION, CONCEPTUAL
SITE PLAN, AND COST ESTIMATE**

Exhibit A1
Project Description
Public Improvements for the Lake Worth Beach Redevelopment Project

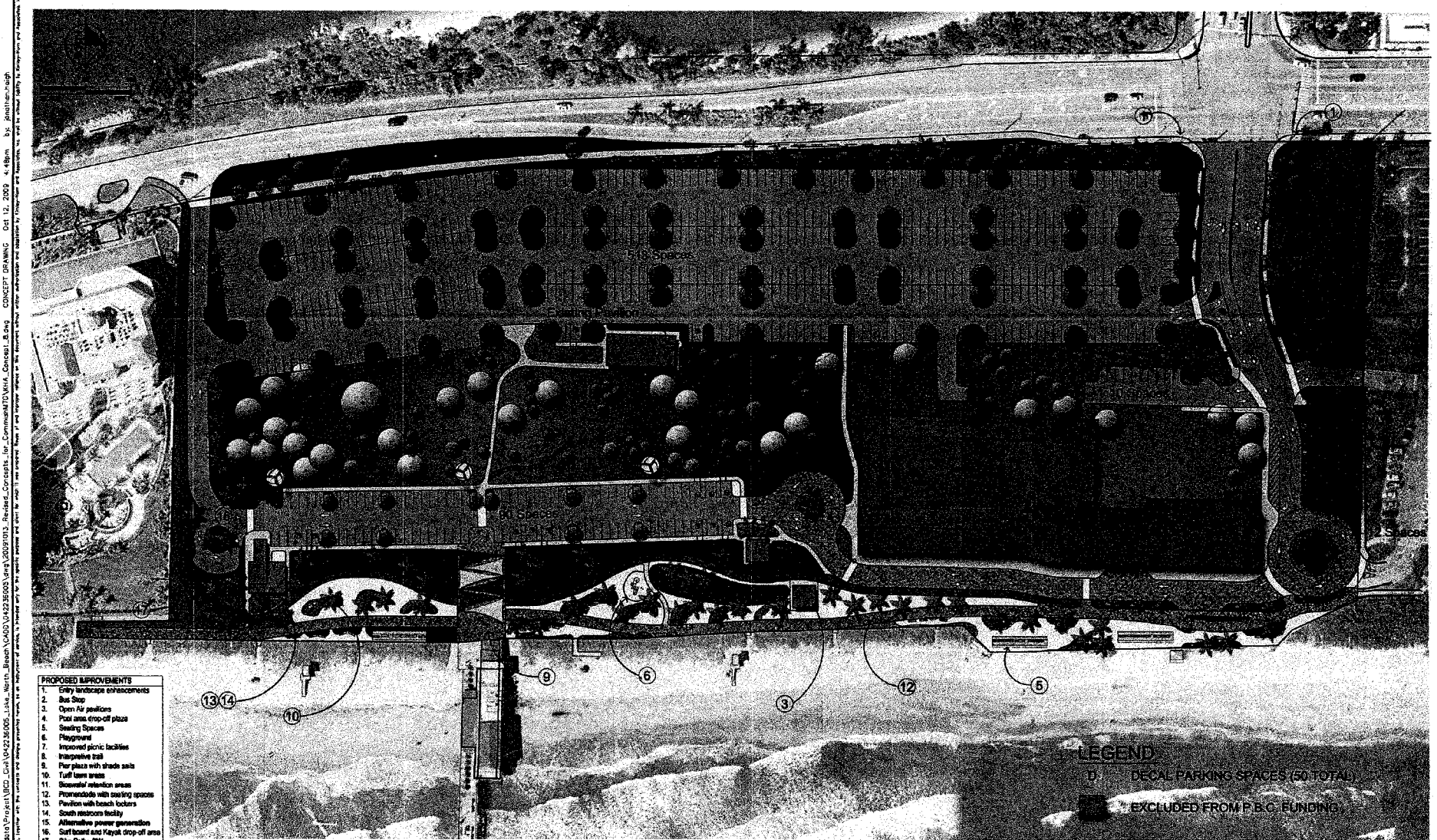
The City of Lake Worth Florida is proposing redevelopment of the Lake Worth Beach property to include improvements to the public parking facilities, pedestrian and vehicular circulation, beach access, public restrooms and pavilions, picnic areas, and other beachfront amenities.

The public improvements (funded by the Palm Beach County Recreation and Cultural Facilities Bond) include:

1. Enhancements to the landscaping at the main project entrance to include a combination of shade and palm trees.
2. Bus stop areas east of the existing "casino building".
3. Open air pavilions located east of the upper dune surface parking lot.
4. A circular drop-off area located north of the upper dune surface parking lot.
5. Seating areas along the existing seawall in front of the "casino building" and accessible via a proposed paver block pedestrian promenade.
6. A "public art" playground located east of the upper dune surface parking lot.
7. New picnic facilities located west of the upper dune surface parking lot, including picnic tables with surrounding shade trees.
8. An accessible interpretive trail from the western surface parking lot to the top of dune with native vegetation, signage, and miscellaneous other features.
9. A paver block plaza with shade sails constructed between the pier and the upper dune surface parking lot.
10. Beachfront turf lawn areas.
11. Upper dune bio-swales planted with native vegetation for storm water retention.
12. A paver block promenade spanning the entire beach frontage.
13. A large pavilion with beach lockers located east of the upper dune surface parking lot.
14. A public restroom facility constructed adjacent to the beach locker pavilion.
15. Alternative power generation or energy saving systems.
16. A surfboard and kayak drop-off area.
17. A dedicated bicycle path from the south driveway to the top of dune with bicycle racks.

In addition to the numbered features on Exhibit A2, the plan includes:

- reconfigured and new surface parking facilities with perimeter landscaping and landscape islands (613 parking spaces on site available to the general public),
- shade trees and other landscape improvements throughout the site,
- native planting areas,
- a paver block roadway to replace the existing multi-lane roadway east of the "casino building",
- pedestrian walks and improved pedestrian access from the surface parking lots to the beachfront,
- improvements to the existing drainage and utility infrastructure,
- undergrounding of upper dune electrical facilities,
- site lighting improvements (sea-turtle friendly) along the beachfront,
- other miscellaneous improvements.



Drawing name: \\Breggs\Users\Project\VED_C\42236005_Lake_Worth_Beach\CAD\42236005_Visual_Concepts\Concept_Site_Plan_Concept_Drawing.dwg
 Date: 12/12/2009 4:48pm by: Michael D Spruce
 Project: Lake Worth Beach Redevelopment
 Sheet: 1 of 1

- PROPOSED IMPROVEMENTS**
1. City landscape enhancements
 2. Bus Stop
 3. Open Air pavilions
 4. Post area drop-off plaza
 5. Seating Spaces
 6. Playground
 7. Improved picnic facilities
 8. Interpretive trail
 9. Pier plaza with shade sails
 10. Tuff lawn areas
 11. Bioswale/retention areas
 12. Promenade with seating spaces
 13. Pavilions with beach lockers
 14. South restroom facility
 15. Alternative power generation
 16. Surf board and kayak drop-off area
 17. Bike Path, SW

LEGEND

(D) DECAL PARKING SPACES (50 TOTAL)

(X) EXCLUDED FROM P.B.C. FUNDING

613 PUBLIC PARKING SPACES TOTAL (14 H/C)

| | | | | | | |
|--------------------------|---|---|---|---|---|--|
| REVISIONS NO. DATE BY | SCALE AS NOTED DESIGNED BY JMH DRAWN BY JMH CHECKED BY MDS | Kinley-Horn and Associates, Inc. 4531 EMBARCADERO DRIVE, WEST PALM BEACH, FL 33417 PHONE (561) 845-0885 FAX (561) 863-8179 WWW.KINLEY-HORN.COM CA 0000099 | DATE DEC 18, 2009 PROJECT NO. 042236005 LAKE WORTH, FLORIDA | DESIGN ENGINEER MICHAEL D. SPRUCE FLORIDA REGISTRATION NUMBER 52776 | CONCEPTUAL SITE PLAN EXHIBIT A2 | SHEET NUMBER EX-A2 1 of 1 |
| | PROJECT: LAKE WORTH BEACH REDEVELOPMENT | | | | | |

Exhibit A3
Cost Estimate
Public Improvements for the Lake Worth Beach Redevelopment Project

Project elements for the public improvements for the Lake Worth Beach Redevelopment Project include:

1. Enhancements to the landscaping at the main project entrance to include a combination of shade and palm trees.
2. Bus stop areas east of the existing "casino building".
3. Open air pavilions located east of the upper dune surface parking lot.
4. A circular drop-off area located north of the upper dune surface parking lot.
5. Seating areas along the existing seawall in front of the "casino building" and accessible via a proposed paver block pedestrian promenade.
6. A "public art" playground located east of the upper dune surface parking lot.
7. New picnic facilities located west of the upper dune surface parking lot, including picnic tables with surrounding shade trees.
8. An accessible interpretive trail from the western surface parking lot to the top of dune with native vegetation, signage, and miscellaneous other features.
9. A paver block plaza with shade sails constructed between the pier and the upper dune surface parking lot.
10. Beachfront turf lawn areas.
11. Upper dune bio-swales planted with native vegetation for storm water retention.
12. A paver block promenade spanning the entire beach frontage.
13. A large pavilion with beach lockers located east of the upper dune surface parking lot.
14. A public restroom facility constructed adjacent to the beach locker pavilion.
15. Alternative power generation or energy saving systems.
16. A surfboard and kayak drop-off area.
17. A dedicated bicycle path from the south driveway to the top of dune with bicycle racks.

In addition to the numbered features shown on Exhibit A2, the plan includes:

- reconfigured and new surface parking facilities with perimeter landscaping and landscape islands (613 parking spaces on site available to the general public),
- shade trees and other landscape improvements throughout the site,
- native planting areas,
- a paver block roadway to replace the existing multi-lane roadway east of the "casino building",
- pedestrian walks and improved pedestrian access from the surface parking lots to the beachfront,
- improvements to the existing drainage and utility infrastructure,
- undergrounding of upper dune electrical facilities,
- site lighting improvements (sea-turtle friendly) along the beachfront,
- other miscellaneous improvements.

ESTIMATED COSTS: \$4,545,500

ESTIMATED DESIGN COSTS: \$454,500

ESTIMATED TOTAL COST: \$5,000,000

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

TRACT I:

A PARCEL OF LAND 300.00 FEET FROM NORTH TO SOUTH LOCATED IN SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST, IN PALM BEACH COUNTY, FLORIDA, SOUTH OF AND ADJOINING THE FORMER RIGHT-OF-WAY OF STATE ROAD 802 AND ITS EASTERLY EXTENSION, AS DEPICTED ON SHEET 5 OF THE ROAD PLAT RECORDED IN ROAD PLAT BOOK 1, PAGE 152, AND ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD A-1-A, SECTION 9306-111, SHEET 5 OF 8; NORTH OF AND ADJOINING TRACT II DESCRIBED BELOW, BOUNDED ON THE EAST BY THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN AND ON THE WEST BY THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY FOR STATE ROAD A-1-A; LESS AND EXCEPT THAT PORTION THEREOF WHICH WAS CONVEYED BY THE CITY OF LAKE WORTH TO THE STATE OF FLORIDA FOR THE USE AND BENEFIT OF THE DEPARTMENT OF TRANSPORTATION OF FLORIDA BY THE CITY DEED RECORDED IN OFFICIAL RECORDS BOOK 1876, PAGE 981, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TRACT II:

THE NORTH 1,000 FEET OF THE SOUTH 2,198.77 FEET OF GOVERNMENT LOT 1 IN SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST, IN PALM BEACH COUNTY, FLORIDA, BOUNDED ON THE EAST BY THE ATLANTIC OCEAN, AND ON THE WEST BY THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY FOR STATE ROAD A-1-A, LESS AND EXCLUDING THAT PART OF THE SOUTH 100 FEET OF THE AFORESAID NORTH 1,000 LYING WEST OF THE FORMER RIGHT-OF-WAY OF STATE ROAD A-1-A, ALSO KNOWN AS THE FORMER OCEAN BOULEVARD.


TRACT III:

A PORTION OF THE LANDS DESCRIBED IN THE QUIT-CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 2571, PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA:
 THAT PART OF OLD STATE ROAD 802 RIGHT-OF-WAY IN GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AS DEPICTED ON SHEET 5 OF THE ROAD PLAT RECORDED IN ROAD PLAT BOOK 1, PAGE 152, LYING EASTERLY OF STATE ROAD A-1-A, SAID PART BEING NORTHERLY OF A LINE MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCE AT P.I. STATION 46+87.96 OF THE OLD EXISTING CENTERLINE OF LAKE AVENUE AND MARKED BY SHIP SPIKE; THENCE SOUTH 88°11'44" EAST A DISTANCE OF 408.00 FEET; THENCE SOUTH 01°06'28" EAST A DISTANCE OF 50.07 FEET TO THE POINT OF BEGINNING OF SAID DESCRIBED LINE; THENCE NORTH 88°11'44" WEST A DISTANCE OF 268.58 FEET; THENCE NORTH 30°06'18" WEST A DISTANCE OF 23.10 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A TANGENT BEARING OF SOUTH 59°51'01" WEST THROUGH SAID POINT; THENCE WESTERLY AND SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 191.75 FEET THROUGH A CENTRAL ANGLE OF 34°08'33" AN ARC DISTANCE OF 114.27 FEET TO THE END OF SAID CURVE; THENCE NORTH 86°00'26" WEST A DISTANCE OF 106.30
 (CONTINUED ON SHEET 2 OF 7)

NOT VALID WITHOUT
 ACCOMPANYING SKETCH SHEETS
 5, 6 AND 7 OF 7

SHEET 1 OF 7
 SEC. 26, TWP. 44 S., RGE. 43 E.

DWG: S:\w\beac\dwg\beacsk09.dwg
 XREFS: IMAGES:
 PLOT DATE: Nov 25, 2009 - 8:46am

| | | | | |
|------------|---|-----------------|--|------------------|
| REV: - | FL. E.B. NO. 48 | FL. L.B. NO. 48 | LAKE WORTH BEACH AND CASINO PROPERTY INTERLOCAL AGREEMENT CITY OF LAKE WORTH PALM BEACH COUNTY | SCALE: N/A |
| FIELD: - |  | | | DATE: 11-24-09 |
| DRAWN: MAG | | | | P.A.NO. B0003.00 |
| APPR: MHC | | | 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248 | |

LEGAL DESCRIPTION

(CONTINUED FROM SHEET 1 OF 7)

FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY; THENCE WESTERLY AND NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 85°30'00" AN ARC DISTANCE OF 37.31 FEET TO THE END OF SAID DESCRIBED LINE.

AS SHOWN ON THE RIGHT-OF-WAY MAP FOR SECTION 93180-2504, STATE ROAD 802; AND ON THE RIGHT-OF-WAY MAP FOR SECTION 9306-111, STATE ROAD A-1-A, PALM BEACH COUNTY.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCELS:

LESS-OUT PARCEL A

A PARCEL OF LAND SITUATE IN SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST, BEING IN GOVERNMENT LOT 1, AND A PORTION OF THE CITY OF LAKE WORTH LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2571, PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 802, SECTION 93180-2504; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°38'52" EAST, A DISTANCE OF 65.25 FEET TO A POINT ON THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN RECORDS BOOK 2571, PAGE 2 OF THE PUBLIC RECORDS OF PALM BEACH OFFICIAL COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF LESS-OUT PARCEL A; THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE SOUTH 86°08'52" EAST, A DISTANCE OF 115.71 FEET; THENCE SOUTH 88°20'10" EAST, A DISTANCE OF 99.16 FEET; THENCE SOUTH 01°39'50" WEST, A DISTANCE OF 29.94 FEET; THENCE SOUTH 87°10'05" EAST, A DISTANCE OF 15.05 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 09°37'19" WEST; THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47°00'21", A DISTANCE OF 20.51 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 02°59'53" WEST, A DISTANCE OF 49.03 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 18.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 77°46'46" WEST; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 73°31'15", A DISTANCE OF 23.10 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 67°12'13" WEST, A DISTANCE OF 15.45 FEET; THENCE SOUTH 02°49'55" WEST, A DISTANCE OF 12.07 FEET; THENCE NORTH 87°10'05" WEST, A DISTANCE OF 211.20 FEET TO A POINT ON SAID EAST RIGHT-WAY OF STATE ROAD A-1-A; THENCE ALONG SAID EAST RIGHT-OF-WAY NORTH 00°38'52" WEST, A DISTANCE OF 72.86 FEET TO THE POINT OF BEGINNING.

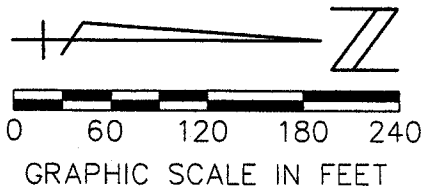
(CONTINUED ON SHEET 3 OF 7)

NOT VALID WITHOUT
ACCOMPANYING SKETCH SHEETS
5, 6 AND 7 OF 7

SHEET 2 OF 7
SEC. 26, TWP. 44 S., RGE. 43 E.

DWC: S:\w\beac\dwg\beacsk09.dwg PLOT DATE: Nov 25, 2009 - 10:42am XREFS: IMAGES:

| | | | | |
|------------|---|-----------------|--|------------------|
| REV: - | FL. E.B. NO. 48 | FL. L.B. NO. 48 | LAKE WORTH BEACH AND CASINO PROPERTY INTERLOCAL AGREEMENT CITY OF LAKE WORTH PALM BEACH COUNTY | SCALE: N/A |
| FIELD: - |  | | | DATE: 11-24-09 |
| DRAWN: MAG | | | | P.A.NO. B0003.00 |
| APPR: MHC | 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248 | | | DR. NO. A-4532 |

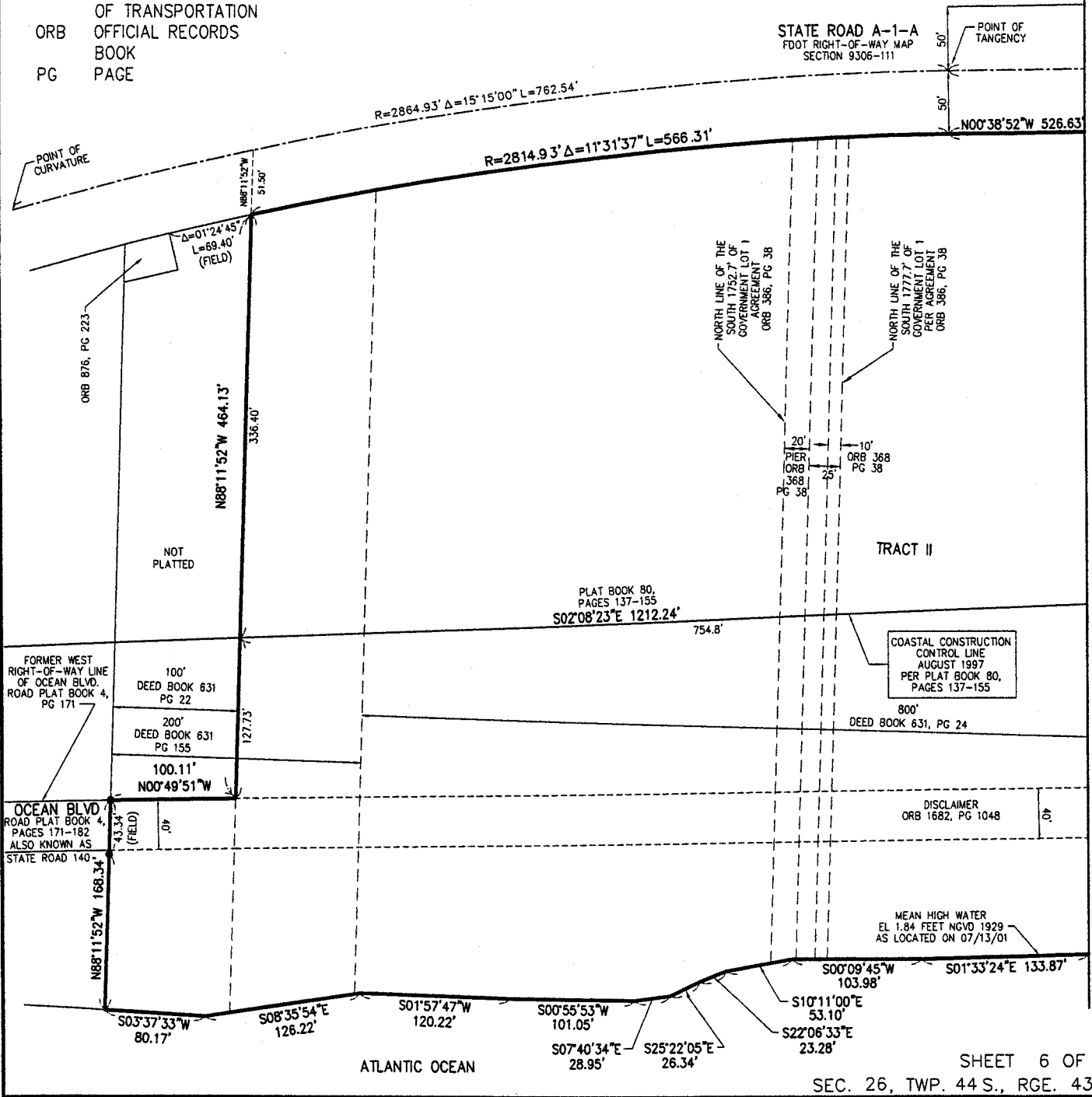


LEGEND

- EL ELEVATION
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- ORB OFFICIAL RECORDS BOOK PAGE

PLOT DATE: Nov 25, 2009 - 8:56am
 DWG: S:\w\beac\dwg\beacsk09.dwg
 XREFS:

MATCHLINE SEE SHEET 5 OF 7



SHEET 6 OF 7
SEC. 26, TWP. 44 S., RGE. 43 E.

| | | | | |
|------------|--|-----------------|--|------------------|
| REV: - | FL. E.B. NO. 48 | FL. L.B. NO. 48 | LAKE WORTH BEACH AND CASINO PROPERTY INTERLOCAL AGREEMENT CITY OF LAKE WORTH PALM BEACH COUNTY | SCALE: 1"=120' |
| FIELD: - | MOCK • ROOS ENGINEERS SURVEYORS PLANNERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248 | | | DATE: 11-24-09 |
| DRAWN: MAG | | | | P.A.NO. B0003.00 |
| APPR: MHC | | | | DR. NO. A-4532 |

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES
PURCHASE SCHEDULE FORM



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

| Item | Key | Project Costs This Submission | Cumulative Project Costs |
|---------------------------------------|------|----------------------------------|-----------------------------|
| Consulting Services | (CS) | _____ | _____ |
| Contractual Services | (C) | _____ | _____ |
| Materials, Supplies, Direct Purchases | (M) | _____ | _____ |
| Equipment, Furniture | (E) | _____ | _____ |
| TOTAL PROJECT COSTS | | ===== | ===== |

Key Legend

| |
|---|
| CS = Consulting Services |
| C = Contractual Services |
| M = Materials, Supplies, Direct Purchases |
| E = Equipment, Furniture |

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 _____



Key Legend
 CS = Consulting Services
 C = Contractual Services
 M = Materials, Supplies, Direct Purchases
 E = Equipment, Furniture

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

EXHIBIT C

Grantee: _____

Date _____

Project Name: _____

Submittal #: _____

Reimbursement Period: _____

| Ln | Payee (Vendor/Contractor) | Key | Check or Voucher | | Invoice | | Amount | Expense Description |
|----|---------------------------|-----|------------------|------|----------|------|--------|---------------------|
| | | | Number | Date | Number | Date | | |
| 1 | | | | | | | | |
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| 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

EXHIBIT D

PRE-AGREEMENT COST LIST

(NOT APPLICABLE)

CERTIFICATE OF COVERAGE

| | |
|---|--|
| <p>Certificate Holder</p> <p style="text-align: center;">PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS 2700 6TH AVENUE SOUTH LAKE WORTH FL 33461</p> | <p>Administrator Issue Date 1/9/10</p> <p style="text-align: center;">Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065</p> |
|---|--|

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 1113 **COVERAGE PERIOD: FROM** 10/1/09 **COVERAGE PERIOD: TO** 10/1/10 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 \$100,000 Self Insured Retention

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 \$100,000 Self Insured Retention

TYPE OF COVERAGE - PROPERTY

| | |
|--|--|
| <input checked="" type="checkbox"/> Buildings | <input checked="" type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Basic Form | <input checked="" type="checkbox"/> Inland Marine |
| <input checked="" type="checkbox"/> Special Form | <input checked="" type="checkbox"/> Electronic Data Processing |
| <input checked="" type="checkbox"/> Personal Property | <input type="checkbox"/> Bond |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Special Form | |
| <input type="checkbox"/> Agreed Amount | |
| <input checked="" type="checkbox"/> Deductible Various | |
| <input checked="" type="checkbox"/> Coinsurance 100% | |
| <input type="checkbox"/> Blanket | |
| <input checked="" type="checkbox"/> Specific | |
| <input checked="" type="checkbox"/> Replacement Cost | |
| <input type="checkbox"/> Actual Cash Value | |

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 \$350,000 Self Insured Retention
-

Automobile/Equipment - Deductible

Physical Damage \$250 - Comprehensive - Auto \$1,000 - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$5,000,000 for General Liability and \$1,000,000 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 788.28 (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: Lake Worth Redevelopment Project


The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

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

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