

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 7, 2011

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement with the Town of Lantana for the period of June 7, 2011, through June 6, 2041, for the construction and use of the Ocean Avenue Public Fishing Pier.

Summary: The Board previously approved the transfer of \$500,000 from the 2002 Recreational and Cultural Facilities Bond referendum to the Palm Beach County Engineering Department for design and construction of the Ocean Avenue Fishing Pier, which will be built underneath the new Ocean Avenue Bridge. In exchange for the County's construction of the project, the Town of Lantana has agreed to maintain and operate the pier. The 2002 Recreational and Cultural Facilities General Obligation Bond funding is being used for the design and construction of the fishing pier, and the Interlocal Agreement requires that Lantana maintain and operate the pier for the general public on a non-discriminatory basis for the standard thirty (30) year term required for bond-funded projects.
District 4 (PK)

Background and Justification: On May 18, 2010, the Board authorized a budget transfer of \$500,000 within the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum to the Lantana Intracoastal Fishing Pier project and authorized the County's Engineering Department to move forward with the design and permitting of the proposed project. The fishing pier will be an approximately 400 linear foot concrete superstructure constructed over the submerged lands right-of-way for the Ocean Avenue Bridge. The eight-foot wide pier will be handicap accessible with metal pedestrian railings, and will include a segment that crosses under the new Ocean Avenue Bridge and provides an off-road pedestrian connection between the Lantana's Bicentennial and Sportsman parks.

Upon completion, the project will remain the property of the County. All maintenance and operational costs will be the responsibility of the Town of Lantana, including the provision of signage, removal of trash and debris, cleanup, and other maintenance activities deemed necessary for ongoing public use of the fishing pier. The Town of Lantana will also provide and manage public parking along Ocean Avenue and the Town's adjacent parks, and will assume the sole responsibility for public safety and law enforcement within the project and the parking areas on a non-discriminatory basis, regardless of residency.

The Interlocal Agreement has been executed by the Town of Lantana, and staff recommends approval by the Board of County Commissioners.

Attachment: Interlocal Agreement

Recommended by: 
Department Director

5-12-11
Date

Approved by: 
Assistant County Administrator

5/24/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</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>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

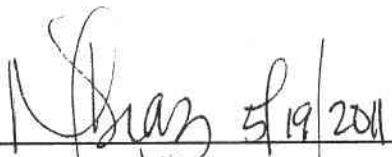
B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact associated with this Interlocal Agreement. This project will be operated and maintained by the Town of Lantana.

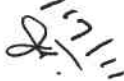
C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 5/19/2011
 OFMB
 5/17/11
 5/17/11
 5/17/11

 5/20/11
 Contract Development and Control

B. Legal Sufficiency:  5/23/11

This Contract complies with our contract review requirements.

 5/23/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LANTANA FOR CONSTRUCTION AND USE OF THE OCEAN
AVENUE PUBLIC FISHING PIER**

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 the Town of Lantana, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns an approximately one-acre park property located on the north and south sides of the Ocean Avenue Bridge at the west side of the Intracoastal Waterway within the boundaries of the Town of Lantana (the "Town Tract"); and

WHEREAS, COUNTY has plans (Project No. 2003502-A) to replace the Ocean Avenue Bridge over the Intracoastal Waterway in Lantana; and

WHEREAS, COUNTY and MUNICIPALITY have been ongoing supporters of public saltwater fishing along the existing Ocean Avenue Bridge; and

WHEREAS, both COUNTY and MUNICIPALITY wish to preserve public saltwater access and fishing opportunities at said location for future generations; and

WHEREAS, COUNTY has allocated \$500,000 from the 2002 \$50 Million Recreation and Cultural Facilities Bond list of approved projects, as amended, for the design, permitting, mitigation, and construction of a public access fishing pier ("Pier" Project No 2003502-B) underneath the new Ocean Avenue Bridge, which will be constructed in the near future; and

WHEREAS, MUNICIPALITY desires to operate and maintain the public fishing pier at said location upon its completion by COUNTY; and

WHEREAS, when completed, the public fishing pier shall be open to and benefit all residents of Palm Beach County; 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 to provide a mechanism for COUNTY and MUNICIPALITY to cooperate in the construction and management of public use facilities adjacent to the Town Tract that will promote and enhance public recreational access and saltwater fishing facilities for use by the public.

Section 1.03 The public fishing pier shall be constructed on the real property depicted on Exhibit "A" (Project Area and Conceptual Site Plan), attached hereto and made a part hereof together with any current or future improvements thereon.

Section 1.04 COUNTY shall design and construct the public fishing pier, at a cost not to exceed \$500,000, as depicted on Exhibit "A". The public fishing pier is more fully described in Exhibit "B" (Project Description), attached hereto and made a part hereof, hereinafter referred to as the "Project".

Section 1.05 COUNTY's obligation to construct such Project is dependent on MUNICIPALITY managing and operating the completed fishing pier under the Ocean Avenue Bridge, and upon completion of the public fishing pier, MUNICIPALITY agrees to manage and operate the public fishing pier during the term of this Interlocal Agreement.

Section 1.06 COUNTY's representative during the planning, design, construction, and on-going maintenance of the Project shall be the Director of the Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6613. MUNICIPALITY's representative during the planning, design, construction, and ongoing maintenance and operation of the Project shall be the Town Manager of the Town of Lantana, telephone no. (561) 540-5000.

Section 1.07 COUNTY has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. All parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this Interlocal Agreement. The Inspector General has the power pursuant to County Ordinance 2009-0049 to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties hereto, their officers, agents, employees, and lobbyists with respect, and limited to, MUNICIPALITY'S business relationship with the County as

created by this Agreement, in order to ensure compliance with the requirements of this Interlocal Agreement and detect corruption and fraud relative to this Interlocal Agreement.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 COUNTY shall be responsible for the design and construction of the Project at its sole cost and expense in accordance with Exhibits "A" and "B", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 After approval of the Project by COUNTY, COUNTY shall provide a copy of the final design development plans to MUNICIPALITY's Project liaison for review and written approval.

MUNICIPALITY shall review such plans to ensure consistency with the intent of this Interlocal Agreement. MUNICIPALITY shall expeditiously review and approve all site plans and associated engineering design plans for the Project.

Section 2.03 MUNICIPALITY shall consent to be applicant for a state sovereignty submerged land lease if necessary for COUNTY to construct the Project.

Section 2.04 COUNTY shall not commence construction of any improvement(s) until MUNICIPALITY has approved the final design development plans for such improvement(s) in writing.

Section 2.05 MUNICIPALITY shall waive any municipal fees, assessments, or permit fees applicable to the Project due to the construction, use and maintenance of the public use facilities.

ARTICLE 3: OPERATION AND MAINTENANCE OF THE PROJECT

Section 3.01 MUNICIPALITY shall be responsible for the operation and maintenance of the Project including signage, and shall manage the Project for saltwater fishing and passive recreation. Management shall include, but shall not be limited to, removal of trash and debris, cleanup, and other maintenance activities deemed necessary for ongoing public use of the Project.

Section 3.02 MUNICIPALITY agrees to manage public parking for the Project along Ocean Avenue and adjacent parks on a non-discriminatory basis for thirty (30) years, commencing upon the execution of and in accordance with this Agreement and with all applicable federal, state, and local laws, rules and regulations.

Section 3.03 MUNICIPALITY shall provide trash and litter pickup and maintenance of the

Project as needed. MUNICIPALITY'S maintenance responsibilities are limited to public fishing pier improvements.

Section 3.04 MUNICIPALITY shall use its best efforts, through its agents and employees, to prevent the unauthorized use of the Project for any use not compatible with the management of the site as an outdoor recreational area.

Section 3.05 MUNICIPALITY shall assume sole responsibility for public safety and law enforcement within and outside the Project, including the parking areas. MUNICIPALITY shall perform routine patrols of the Project boundaries and use its best efforts to prevent vandalism, dumping, and damage to the property and the adjoining waterway.

Section 3.06 MUNICIPALITY shall assume sole responsibility for daily public access to the Project and its public use support facilities, including parking.

Section 3.07 MUNICIPALITY shall promptly consult with COUNTY to determine the future of the Project should any unforeseen events or activities, either natural or human-made, severely damage or destroy the Project in full or in part.

Section 3.08 Upon completion, the Project shall remain the property of COUNTY and be operated and maintained by MUNICIPALITY. COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement or costs of upkeep associated with the Project.

Section 3.09 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.

Section 3.10 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 3.11 MUNICIPALITY shall not make any improvements, additions, modifications or alterations to the project costing in excess of \$25,000 without the prior written consent of County.

Section 3.12 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 3.13 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 4: USE OF THE PROJECT

Section 4.01 MUNICIPALITY warrants that the Project shall serve a public recreational purpose and be open to and benefit all residents of Palm Beach County and 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, familial status, sexual orientation, or gender identity or expression with respect to use of the Project.

Section 4.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years, with two (2) thirty (30) year renewals, 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 4.03 COUNTY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY funded 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 5: MISCELLANEOUS

Section 5.01 MUNICIPALITY shall prepare brochures and other educational material describing permissible uses and rules for public use of the Project. Any such materials prepared by MUNICIPALITY shall be submitted to the COUNTY for its prior review and approval. Approval shall not be unreasonably withheld.

ARTICLE 6: 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:

Town Manager
Town of Lantana
500 Greynolds Circle
Lantana, FL 33462

With a copy to:

Town Attorney
Town of Lantana
1111 Hypoluxo Rd., Suite 207
Lantana, FL 33462

ARTICLE 7: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so.

ARTICLE 8: REMEDIES

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 9: INDEMNIFICATION

Each party shall be liable for its own actions and negligence and, to the extent permitted under Florida law, COUNTY shall indemnify, defend and hold harmless MUNICIPALITY against any actions, claims or damages arising out of COUNTY's negligence. MUNICIPALITY shall indemnify, defend and hold harmless the COUNTY against any actions, claims, or damages arising out of MUNICIPALITY's negligence. However, nothing in this paragraph shall be interpreted as a waiver of MUNICIPALITY's or COUNTY's

sovereign immunity as provided in Section 768.28, Florida Statutes, as amended from time to time.

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 Chapter 440, Florida Statutes. MUNICIPALITY agrees to provide a Certificate of Insurance evidencing insurance of self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

ARTICLE 13: CAPTIONS

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

ARTICLE 14: 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 15: GOVERNING LAW

This Interlocal Agreement shall be governed by the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.

ARTICLE 16: BUDGETARY APPROVAL

This Interlocal Agreement and all obligations of COUNTY hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County. Additionally, this Interlocal Agreement and all obligations of MUNICIPALITY hereunder are subject to and contingent upon annual budgetary funding by Town Council of the Town of Lantana.

ARTICLE 17: TERMINATION

If MUNICIPALITY fails to fulfill its obligations under this Interlocal Agreement in a timely and proper manner, COUNTY shall have the right to terminate this Agreement by giving

written notice of any deficiency and its intent to terminate. MUNICIPALITY shall then have ninety (90) days from receipt of notice to correct the stated deficiency. If MUNICIPALITY fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Interlocal Agreement shall terminate at the expiration of the ninety (90) day period.

If COUNTY fails to construct the Project within five (5) years of the effective date of this Interlocal Agreement, MUNICIPALITY may elect to terminate this Interlocal Agreement upon sixty (60) days prior written notice to COUNTY.

ARTICLE 18: NON-EXCLUSIVITY OF REMEDIES

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.

ARTICLE 19: INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Interlocal Agreement by reference.

ARTICLE 20: HAZARDOUS SUBSTANCES

COUNTY and MUNICIPALITY shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances in the construction, operation, and maintenance of the Project.

ARTICLE 21: 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: _____
Karen T. Marcus, Chair

ATTEST:

TOWN OF LANTANA

By: *Crystal D. Gibson*
Clerk

By: *Dwight Stead*
Mayor

APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: *Eric Call*
Eric Call, Director
Parks and Recreation Department

By: *[Signature]*
Municipality Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

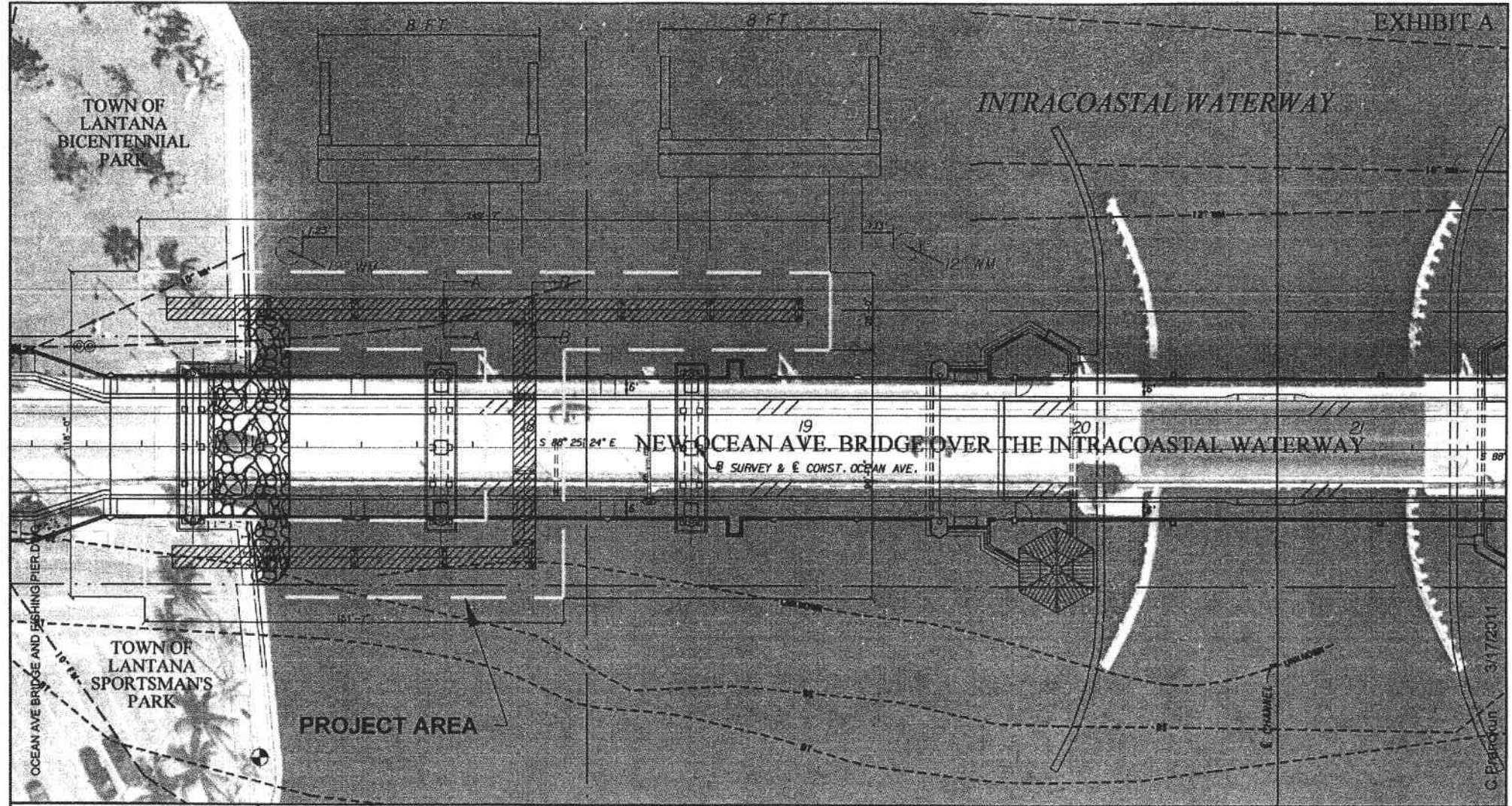
LIST OF EXHIBITS

EXHIBIT A Project Area and Conceptual Site Plan

EXHIBIT B Project Description

EXHIBIT A

Project Area and Conceptual Site Plan



PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 PLANNING & DEVELOPMENT DIVISION

OCEAN AVENUE
 PUBLIC FISHING PIER
 PROJECT AREA & CONCEPTUAL SITE PLAN



EXHIBIT B

Project Description

EXHIBIT B

PROJECT DESCRIPTION

The project is an approximately 400 linear foot precast concrete superstructure fishing pier constructed within the submerged lands right of way of the Ocean Avenue Bridge over the Intracoastal Waterway in the Town of Lantana, Florida. The 8 foot wide fishing pier structure will be handicap accessible from the adjoining Town of Lantana parks located north and south of the Ocean Avenue Road right of Way and bridge. The fishing pier includes a segment that crosses under the new Ocean Avenue Bridge providing an off road pedestrian connection between the Town's Bicentennial and Sportsman Parks. The fishing pier includes metal pedestrian railings.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835	CONTACT NAME: Patti Dirmyer PHONE (A/C No. Ext): (407) 445-2414 FAX (A/C. No): (407) 445-2868 E-MAIL ADDRESS: patti_dirmyer@wrmlc.com PRODUCER CUSTOMER ID #:														
INSURED Town of Lantana 500 Greynolds Circle Lantana FL 33462	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: PRM/One Beacon Insurance</td> <td>21970</td> </tr> <tr> <td>INSURER B: PRM/Tower Insurance Co</td> <td>44300</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: PRM/One Beacon Insurance	21970	INSURER B: PRM/Tower Insurance Co	44300	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: PRM/One Beacon Insurance	21970														
INSURER B: PRM/Tower Insurance Co	44300														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: CL1072000317 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012	4/1/2010	10/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRM 09-012	4/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PRM 09-012	4/1/2010	10/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage			PRM 09-012	4/1/2010	10/1/2011	Comp \$1000 Ded Coll \$1000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
With respects to the listed coverages held by the named insured, as evidence of insurance regarding the Interlocal Agreement between Palm Beach County & Town of Lantana for construction and use of Ocean Ave Public Fishing Pier.

CERTIFICATE HOLDER

Director of Parks and Recreation
 Palm Beach County Parks & Recreation Dept
 2700 Sixth Ave South
 Lake Worth, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Andrew Cooper/PATTI