

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2006

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the Town of Highland Beach for the period August 15, 2006, through October 31, 2007, in an amount not-to-exceed \$2,500 for funding of Cultural Art Center supplies and equipment.

Summary: This funding is to assist with costs for the supplies and equipment for the Town of Highland Beach's Cultural Art Center. Cultural arts programs and classes to be held at the Cultural Arts Center will serve approximately 3,000 participants throughout the course of the year. The Agreement allows for the reimbursement of eligible pre-Agreement expenses incurred subsequent to July 1, 2006. Funding is from the Recreation Assistance Program (RAP). **District 4 (AH)**

Background and Justification: The Town of Highland Beach is establishing a Cultural Art Center on Town Hall property where the public can enjoy art classes, demonstrations, and lectures. The Cultural Art Center will be located within the old library building.

The cost of supplies and equipment necessary to equip the Cultural Arts Center is approximately \$2,500, and the RAP funding will offset that amount. The Agreement has been executed on behalf of the Town of Highland Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement


Recommended by:


Department Director

Date

7/18/06

Approved by:


Assistant County Administrator

Date

7/27/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>2,500</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>2,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3600 Department 583 Unit R904
 Object 8101 Program N/A

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

Recreation Assistance Program

District 4 3600-583-R904-058-8101 \$2,500

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

OFMB 7-25-06
ms 7-24-06
AM 7-21-06
7/26/06
 Contract Development and Control 7/26/06

B. Legal Sufficiency:

Anne Delgant 7/27/06
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

**AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE TOWN OF HIGHLAND BEACH FOR FUNDING OF CULTURAL ART CENTER
SUPPLIES AND EQUIPMENT**

THIS AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Town of Highland Beach, a Florida Municipal Corporation, hereinafter referred to as "Highland Beach".

W I T N E S S E T H:

WHEREAS, Highland Beach is establishing a Cultural Art Center on Town Hall property where the public can enjoy art classes, demonstrations, and lectures; and

WHEREAS, the Cultural Art Center will serve approximately 3,000 participants throughout the course of a year; and

WHEREAS, the cost of supplies and equipment for the Cultural Art Center are anticipated to be approximately \$2,500 to equip the old library on Town Hall property for cultural art program use; and

WHEREAS, Highland Beach has requested from County an amount not-to-exceed \$2,500 to offset costs for cultural art supplies and equipment; and

WHEREAS, County desires to provide funding to help offset costs for the cultural art supplies and equipment; and

WHEREAS, funding for said supplies and equipment in an amount not-to-exceed \$2,500 is available from the Recreation Assistance Program (RAP) District 4; and

WHEREAS, cultural arts programs and activities are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed \$2,500 to Highland Beach for cultural arts supplies and equipment, as specifically set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Highland Beach on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Highland Beach. Said information shall list each invoice paid by Highland Beach and shall include the vendor invoice number; invoice date; and the amount paid by Highland Beach along with the number and date of the respective check or proof of payment for said payment. Highland Beach shall attach a copy of each vendor invoice paid by Highland Beach along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Highland Beach's Program Administrator and Project Financial Officer shall certify the total funds spent by Highland Beach on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Highland Beach and approved by Highland Beach as indicated.

3. Highland Beach incurred expenses for the Project beginning on July 1, 2006. Those costs incurred by Highland Beach for the Project, approved and submitted accordingly by Highland Beach subsequent to July 1, 2006, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Highland Beach may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Highland Beach agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

6. Highland Beach shall be responsible for all costs of operation and maintenance of the Project.

7. The term of this Agreement shall be until October 31, 2007, commencing upon

the date of execution by the parties hereto.

8. The parties agree that, in the event Highland Beach is in default of its obligations under this Agreement, the County shall provide Highland Beach thirty (30) days written notice to cure the default. In the event Highland Beach fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Highland Beach for the Project deemed to be in default and Highland Beach shall return any County RAP funds already collected by Highland Beach for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Highland Beach shall complete the Project by July 31, 2007, and invoices and checks submitted for reimbursement must be dated within the project time frame of July 1, 2006, through July 31, 2007. Highland Beach shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before October 31, 2007. Upon written notification to County at least ninety (90) days prior to that date Highland Beach may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Highland Beach's request for said extension.

11. In the event Highland Beach ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Highland Beach. The determination that Highland Beach has ceased or suspended the Project shall be made by County and Highland Beach agrees to be bound by County's determination.

12. Highland Beach agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any

County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Highland Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that Highland Beach is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Highland Beach shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Highland Beach, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

15. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Highland Beach acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event Highland Beach maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, Highland Beach shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

Highland Beach agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes 440.

Prior to execution of this Agreement by the County, Highland Beach shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

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

16. Upon request by County, Highland Beach shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

17. Highland Beach shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Highland Beach, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

18. The County and Highland Beach may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

19. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

20. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Highland Beach certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

21. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

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

As to the County:

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

As to Highland Beach:

Town Manager
Town of Highland Beach
3614 South Ocean Boulevard
Highland Beach, FL 33487

23. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

By: _____
Deputy Clerk

ATTEST: 
By: _____
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney


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

By: _____
Tony Masilotti, Chairman

TOWN OF HIGHLAND BEACH

By: 
Mayor

APPROVED AS TO TERMS AND CONDITIONS

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

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

BACKGROUND INFORMATION

Name of Municipality: Town of Highland Beach
Mailing Address: 3614 South Ocean Boulevard
Highland Beach, FL 33487

Name of Mayor: Harold Hagelmann

Name of Town Administrator: TOWN MANAGER DALE SUGERMAN

Project/Program Liaison Information:

Name: Ms. Emily Firtell, Highland Beach Cultural Board Chair
Telephone #: 561-330-3037
Fax #:
e-mail: HIGHLANDCULTURAL@AOL.COM

PROJECT/PROGRAM INFORMATION

1. Name of Project/Program: Cultural Art Center Supplies and Equipment
2. Project/Program Description
 - General (Program description, date, etc.)
DEVELOP A CULTURAL ART CENTER
 - Public Purpose: ENJOY ART CLASSES, DEMONSTRATIONS, LECTURES
 - Location: HIGHLAND BEACH (OLD LIBRARY)
TOWN HALL PROPERTY
 - Anticipated Number of Participants/Users:
3k USERS AT DIFFERENT TIMES

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

QRT Supplies + Equipment

4. Estimated Lump Sum Total for Project \$ 2,500
5. Project/Program Initiation date (date of first invoice for which reimbursement will be requested) and End date (date which project/program will be completed and all invoices paid). This will become the Project/Program time frame. July 1, 2006 to July 31, 2008
day/month/year day/month/year

(Note: Invoices and copies of proof of payment documents are required for Project reimbursement. All invoices and checks must be dated within the stated project time frame AND Categories for Project/Program Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment:
Certificate of Insurance ✓

Amount of Recreation Assistance Program Funding awarded \$ \$2,500
District 4
(filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date

Grantee _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

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

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By:

PBC Project Administrator Date

Department Director Date



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

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

EXHIBIT B

Grantee: _____
 Submittal #: _____

Date: _____
 Project Name: _____
 Contract Reimbursement Period: _____

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

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

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

 Administrator Date

 Financial Officer Date

CERTIFICATE OF COVERAGE

ISSUED ON 6/5/2006

Designated Member Town of Highland Beach 3614 South Ocean Blvd. Highland Beach, FL 33487	Administrator Public Risk Underwriters P.O. Box 958455 Lake Mary, FL 32795-8455	Producer PRIA - Lake Mary P O Box 958455 Lake Mary, FL 32795
--	---	--

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: PREFERRED GOVERNMENTAL INSURANCE TRUST

AGREEMENT NUMBER: PK FL1 0502010 05-04 | **COVERAGE PERIOD: FROM 10/01/2005 TO 10/01/2006 12:01 AM STANDARD TIME**

<p>LIABILITY COVERAGE</p> <p><input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit \$5,000,000 / \$10,000,000 Deductible \$0</p> <p><input checked="" type="checkbox"/> Public Officials Liability Limit \$5,000,000 Deductible \$5,000</p> <p><input checked="" type="checkbox"/> Employment Practices Liability Limit \$5,000,000 Deductible \$5,000</p> <p><input checked="" type="checkbox"/> Employee Benefits Liability Limit \$5,000,000 / \$10,000,000 Deductible \$0</p> <p><input checked="" type="checkbox"/> Law Enforcement Liability Limit \$5,000,000 Deductible \$5,000</p>	<p>WORKERS' COMPENSATION COVERAGE</p> <p><input type="checkbox"/> Self Insured Workers' Compensation Self Insured Retention</p> <p><input type="checkbox"/> Statutory Workers' Compensation Deductible</p> <p><input type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease</p>
--	---

<p>PROPERTY COVERAGE</p> <p><input checked="" type="checkbox"/> Buildings & Personal Property Limit \$16,479,315 TIV Deductible \$5,000 <i>Note: See coverage agreement for details on wind, flood, and other deductibles</i></p> <p><input checked="" type="checkbox"/> Rented, Borrowed and Leased Equipment Limit \$50,000 TIV Deductible See Schedule</p> <p><input checked="" type="checkbox"/> All other Inland Marine Limit \$878,972 TIV Deductible See Schedule</p>	<p>AUTOMOBILE COVERAGE</p> <p>Automobile Liability Limit \$5,000,000 Deductible \$1,000</p> <p><input checked="" type="checkbox"/> All Owned Autos</p> <p><input type="checkbox"/> Specifically Described Autos</p> <p><input checked="" type="checkbox"/> Hired Autos</p> <p><input checked="" type="checkbox"/> Non-Owned Autos</p> <p>Automobile Physical Damage</p> <p><input checked="" type="checkbox"/> Comprehensive Deductible See Schedule</p> <p><input checked="" type="checkbox"/> Collision Deductible See Schedule</p> <p><input checked="" type="checkbox"/> Hired & Non-Owned Autos, with limit of \$35,000</p>
--	---

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

Description of Operations/Locations/Vehicles/Special items:

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Certificate Holder Palm Beach County Department of Parks and Recreation 2700 6 th Avenue South Lake Worth, FL 33461	<p><small>CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.</small></p> <p style="text-align: center;"><i>Michael Scholl</i></p> <p style="text-align: center;"><small>AUTHORIZED REPRESENTATIVE</small></p>
---	--

CERTIFICATE OF COVERAGE

ISSUED ON 7/13/2006

Designated Member Town of Highland Beach 3614 South Ocean Blvd. Highland Beach, FL 33487	Administrator Public Risk Underwriters P.O. Box 958455 Lake Mary, FL 32795-8455	Producer PRIA - Lake Mary P O Box 958455 Lake Mary, FL 32795
--	---	--

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: PREFERRED GOVERNMENTAL INSURANCE TRUST

AGREEMENT NUMBER: 001000000138105 **COVERAGE PERIOD: FROM 10/01/2005 TO 10/01/2006 12:01 AM STANDARD TIME**

LIABILITY COVERAGE

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
Limit
- Public Officials Liability
Limit
- Employment Practices Liability
Limit
- Employee Benefits Liability
Limit
- Law Enforcement Liability
Limit

PROPERTY COVERAGE

- Buildings & Personal Property
Limit
Note: See coverage agreement for details on wind, flood, and other deductibles
- Rented, Borrowed and Leased Equipment
Limit
- All other Inland Marine
Limit

WORKERS' COMPENSATION COVERAGE

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

AUTOMOBILE COVERAGE

- Automobile Liability**
Limit
- All Owned Autos
 - Specifically Described Autos
 - Hired Autos
 - Non-Owned Autos
- Automobile Physical Damage**
- Comprehensive
 - Collision
 - Hired Autos, with limit of

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

Description of Operations/Locations/Vehicles/Special items:

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Certificate Holder
Palm Beach County
Department of Parks and Recreation
 2700 6th Avenue South
 Lake Worth, FL 33461

CANCELLATIONS
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Michael Schell
 AUTHORIZED REPRESENTATIVE