

RESOLUTION NO. 77-09-07

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE PARK TO PROVIDE FUNDING FOR THE CONSTRUCTION OF LAKE SHORE PARK PLAYGROUND.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town desires to provide the citizens and children of Lake Park and visitors with appropriate venues for recreational activities; and

WHEREAS, the Town lacks the available financial resources to independently carry out a recreational development project at this time; and

WHEREAS, Palm Beach County, District 7 Commissioner Addie Greene has recommended the Lake Shore Park Playground Project for funding through the 1999 and 2002 Recreation and Cultural Facilities Bond Funding program.

NOW, THEREFORE, BE IT RESOLVED by the Town Commission of the Town of Lake Park, Florida:

SECTION 1. The Town Commission has determined that it is in the best interests of the citizens of the Town to enter into this Interlocal Agreement to provide funding for the construction of the Lakeshore Park Playground in an amount not to exceed \$142,170.

SECTION 3. The Mayor is hereby authorized and directed to sign the Interlocal Agreement with Palm Beach County to obtain the 1999 and 2002 Recreation and Cultural Facilities Bond Funding.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Balius, who moved its adoption. The motion was seconded by Vice-Mayor Daly, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 77-09-07 duly passed and adopted this 26 day of September, 2007.

TOWN OF LAKE PARK, FLORIDA

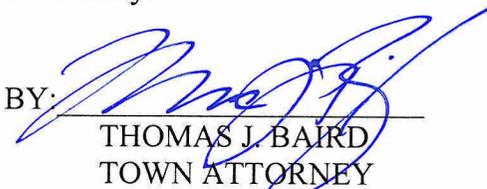
BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



RECEIVED

DEC 13 2007

Town Of Lake Park
Office Of Town Manager

December 3, 2007

Ms. Maria Davis, Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, FL 33404

**Department of
Parks and Recreation**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 642-2640
www.pbcparcs.com

**RE: 2002 RECREATION AND CULTURAL FACILITIES BOND FUNDING FOR
LAKESHORE PARK PLAYGROUND CONSTRUCTION**

Dear Ms. Davis:

Attached for your records is a fully executed original of the funding Agreement in an amount not to exceed \$142,170 from the 2002 Recreation and Cultural Facilities Bond for construction of the Lakeshore Park Playground. Expenses eligible for reimbursement include playground equipment, including swings, mulch, exercise trail equipment, park furniture (benches, picnic tables, trash receptacles, bike racks), picnic shelters, signage, and lighting.

Please review the Agreement and the attached Project Checksheet with appropriate staff to ensure that all requirements are met for project management during project construction and the entire term of the Agreement, which is until November 19, 2037.

A Status Report Form is attached for the required quarterly project status reports, and the first status report is due on or before January 10, 2008. You may submit reimbursement requests each quarter until project completion. Final reimbursement request and project completion documents need to be received in this office by November 19, 2009.

Please be aware that compliance responsibilities, including the provision of updated insurance certificates being sent to this office upon policy expiration/renewal dates, are in effect until November 19, 2037, which is the end date for the thirty year term of the Agreement.

If you have any questions about the Agreement or compliance requirements, please contact Susan Yinger, Administrative Support Manager, at 966-6653. On behalf of Commissioner Addie L. Greene and the Board of County Commissioners, we are pleased to assist the Town of Lake Park with this community facility.

Sincerely,

Dennis L. Eshleman, Director
Parks and Recreation Department

DLE/SWY: vjk

Attachment - Fully executed Agreement

Copy to: Commissioner Addie L. Greene, District 7
Central File

cc: *Vivian*
Anne
Jane

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

PROJECT CHECKSHEET
PALM BEACH COUNTY CULTURAL AND RECREATIONAL FACILITIES BOND

Project Name Lake Shore Park Playground
Project Amount \$142,170
Project Time Frame 11-20-07 to 11-19-09
Project Liaison _____
Project Term 11-19-2037

1. **REVIEW OF PLANS, SPECIFICATIONS, AND COSTS** - Submit to Palm Beach County Parks and Recreation Department for review **prior to commencement of project construction**:.
PLANS _____
SPECIFICATIONS _____
COSTS _____
2. **STATUS REPORT**- Submit to Palm Beach County Parks and Recreation Department on:

October through December: Due January 10th
January through March: Due April 10th
April through June: Due July 10th
July through September: Due October 10th

*If project can not be complete by _____, the request for project extension must be submitted to the Parks and Recreation Department by _____

3. **INSURANCE CERTIFICATES** - Provide to Palm Beach County Parks and Recreation Department as follows (See Article 12 of Agreement for limits) :
- LIABILITY** (contractual and completed operations)- certificate must be received prior to commencement of construction and insurance must remain in effect for the term of the Agreement . Provide renewal certificates annually. _____
- PROPERTY** - Required upon completion-must remain in effect for the term of the Agreement. **Provide renewal certificates annually.** _____
- BUILDER'S RISK** - Provide certificate prior to construction (or during construction if already under construction. Needed - please provide _____
4. **CERTIFICATION OF PROJECT COMPLETION** - Must be provided to PBC Parks and Recreation Dept **prior to final reimbursement**
5. **MARKER IDENTIFYING COUNTY AS FUNDING SOURCE ERECTED** - Must be erected and photograph provided **prior to final reimbursement**
6. **REIMBURSEMENT REQUEST** - Due by _____ (See p 4, Article 3 of Agreement for instructions. Use Forms attached as Exhibit C for each request.)

Note - PreAgreement costs incurred subsequent to 11-5-04 are eligible for reimbursement as indicated in Exhibit D to the Agreement.

**RAP/Bond Reimbursement Request
Documentation Procedures**

Item/Issue	Description/Explanation	Required Documentation
Submission for reimbursement	<p>Please include the following...</p> <p>Listed in order of placement in reimbursement packet</p> <p>Please do not use staples on any of the documents. Documentation can be secured using other means, such as paper clips.</p>	<ol style="list-style-type: none"> 1. Letter of submittal and/or completion 2. Complete "Contract Payment Request" form – Exhibit B, Page 1 3. Complete "Contractual Services Purchase Schedule" – Exhibit B, Page 2, 3, etc. 4. Copy of check 5. Copy of itemized invoice/receipt
Sequence of back-up documentation received	<p>List each invoice on the blank lines as indicated on Contractual Services Purchase Schedule form.</p> <p>Each Exhibit B form must be completed in its entirety by the grantee.</p>	<p>Attached documentation should be placed in the same sequence as stated on Exhibit B, Page 2; Example:</p> <ol style="list-style-type: none"> 1. Check (place this first) 2. Itemized invoice/receipt (placed behind applicable check) <p>Invoice/receipt must be clearly legible to qualify for reimbursement.</p>
When an Agency Credit Card or Debit Card is used	Credit card statement and required back-up documentation required	<ol style="list-style-type: none"> 1. Include a copy of check made payable to the credit card company or banking institution. 2. Include credit card/bank statement that indicates the item(s) purchased 3. Include itemized invoice/receipt of the purchase
When a Credit Card or Debit Card is used to purchase items by a third party.		<ol style="list-style-type: none"> 1. Include copy of check made payable to the person who made the purchase 2. Include credit card/bank statement that indicates the item(s) purchased 3. Include itemized invoice/receipt of the purchase

(over)

Name of Your Agency/Municipality: _____

Project Name: _____

LETTER OF COMPLETION

Enclosed please find our final Request for Reimbursement which includes Contract Payment Request and Contractual Services Purchase Schedule form and back-up documentation. The project has been completed accordingly.

The above is being submitted in accordance with terms of Agreement with Palm Beach County Board of County Commissioners and Palm Beach County Parks & Recreation Department.

Signature

Date

SAMPLE
**MUST BE ON LETTER HEAD
**MUST HAVE ORIGINAL SIGNATURES

R2007-2105

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK FOR FUNDING OF THE LAKE SHORE PARK
PLAYGROUND**

THIS INTERLOCAL AGREEMENT is made and entered into on NOV 20 2007, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Town of Lake Park, a Florida municipal corporation, hereinafter referred to as MUNICIPALITY ".

WITNESSETH:

WHEREAS, MUNICIPALITY owns the Lake Shore Park property located on Lake Shore Drive; and

WHEREAS, MUNICIPALITY desires to construct a playground, hereinafter referred to as "the Project" at said location; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the 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, as amended, 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; 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 the COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$142,170 for the 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 the County's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by the County and County capital project funding. MUNICIPALITY agrees to provide the 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 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 the 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 Maria Davis, Town Manager, Town of Lake Park, 561-881-3314.

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 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 the 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.

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 the COUNTY's Representative for review. The 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 securing all permits and approvals necessary to construct the Project.

Section 2.05 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 the COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY agrees to totally complete the Project and open same to the public for its intended use within twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to the COUNTY at least ninety (90) days prior to that date, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

Section 2.07 MUNICIPALITY shall submit quarterly project status reports to the COUNTY's Representative on or before January 10, April 10, July 10, and October 10 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 the 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. The 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 The COUNTY shall reimburse project costs under the terms of this 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 the 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 the 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 The 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 either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and the COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. The COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to the COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to the County.

Section 3.05 The County agrees to reimburse MUNICIPALITY an amount not to exceed \$142,170 for those approved pre-agreement costs accruing to the Project subsequent to April 16, 2007, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 County shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide the County with a certification, in a form acceptable to the County, from the Municipality's Finance Director that the MUNICIPALITY has complied with this Project funding provision. The County will be entitled to rely on that certification in reimbursing Project costs to the MUNICIPALITY under this Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. The 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.

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for thirty (30) years, commencing upon the date of 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 the 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 the 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 with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall remain in effect for 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 the 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 the 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 the 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. The 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 the 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 the MUNICIPALITY:

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

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

The 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 the COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, the COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once the COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: 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 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 the County only

contributes funding under this 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 the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgements, 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 Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the County for the County's negligent acts or omissions.

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 apply for the period prior to the Agreement for which MUNICIPALITY is eligible to receive reimbursement from the County.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the 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.

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

The MUNICIPALITY agrees to maintain or acknowledges to be self-insured for All-Risk property insurance for the completed project for adequate limits based on the 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.

The 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.

The MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this 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, 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. 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 the 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 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 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.

R2007:2105 NOV 20 2007
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:
SHARON R. BOCK, Clerk and
Comptroller

By: *Sharon R. Bock*
Deputy Clerk



By: *Addie L. Greene*
Commissioner Addie L. Greene, Chairperson

ATTEST:
By: *Vivian Mendez*
Town Clerk

TOWN OF LAKE PARK
By: *Paul W. [Signature]*
Mayor

**APPROVED AS TO TERMS AND
CONDITIONS:**
By: *Dennis L. Eshleman*
Dennis L. Eshleman, Director
Parks and Recreation Department

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**
By: *[Signature]*
Municipality Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**
By: *Paul F. [Signature]*
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 Expense Cost Estimate

Project Description

The Lake Shore Park playground consists of a total face lift for the Park, and substantial upgrade to the infrastructure that supports public use of this overlooked community asset. Site Plan attached.

- Heart trail and exercise equipment
- Picnic shelters
- Park benches
- Trash receptacles
- Children's playground equipment and ADA **compliant** mulch
- Bike Rack
- Lighting
- Signage

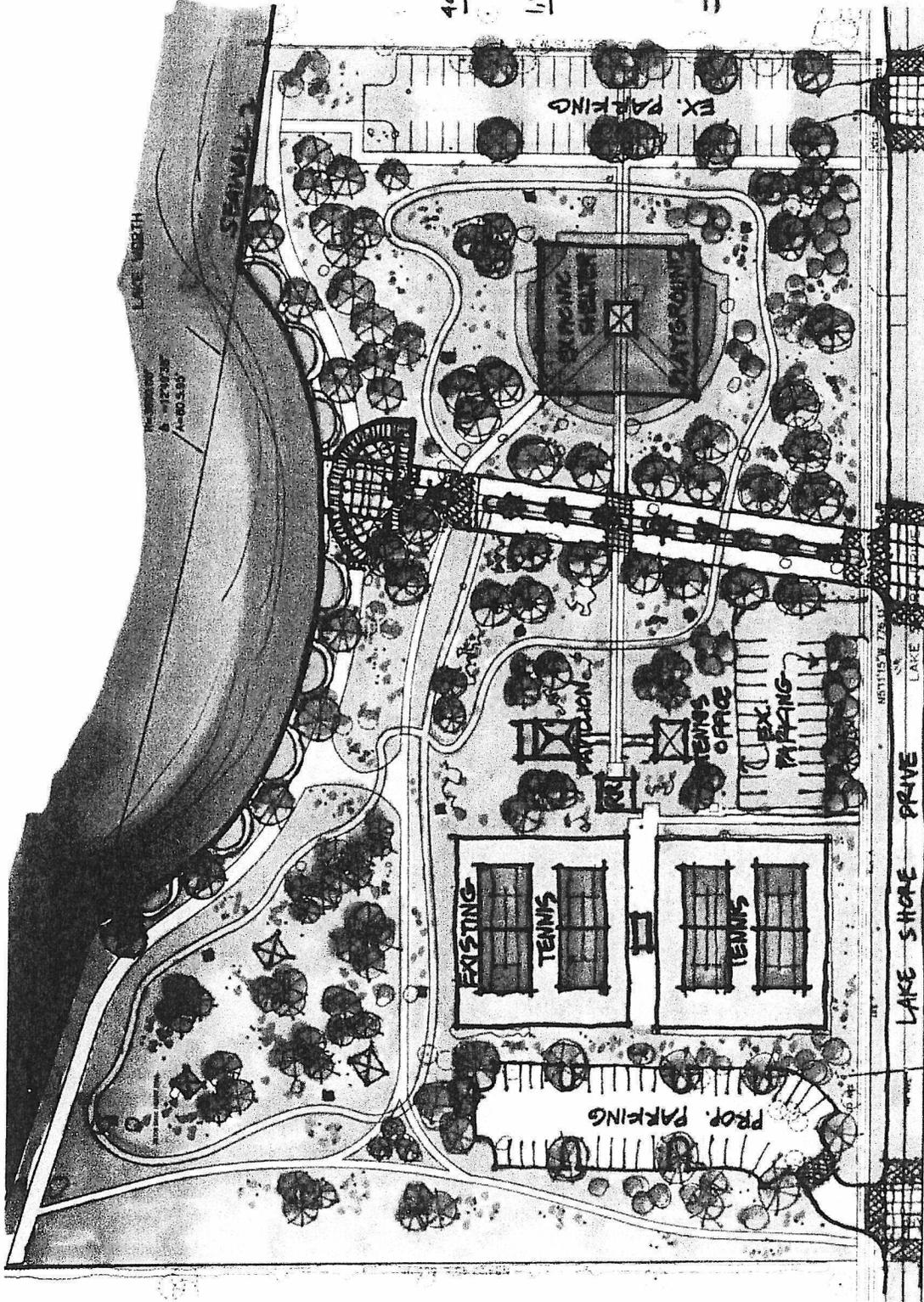
Total Estimated Project Cost \$142,170.00

Cost Estimate

Description	Cost
Playground Equipment	\$ 47,745.82
Toddler swings with Canopy	12,922.83
ADA compliant mulch for playgrounds	12,257.60
Trail Wood Fiber Mulch (ADA Compliant)	3,833.50
Exercise Trail Equipment	10,979.41
Benches	7,950.00
Picnic Tables	2,484.00
ADA Compliant Picnic Tables	728.00
Trash Receptacles	4,896.00
Bike Racks	5,313.35
Shelters	12,391.37
Whirwind set	1,189.35
Signage	2,137.27
Lighting	17,341.50
Total	\$142,170.00

Timeline

The first invoice for the project was issued on 4/16/2007. It is anticipated that the Lake Shore Park project will be completed by October 1, 2007.



$$\frac{440 \times 43,560 \times 8''}{27} \times 12 = \$ 52,000$$

$$\frac{1,800 \text{ lft} \times 8''}{27} = 45 \text{ cnyd}$$

■ PHYSICAL STATION
 — HEART TRAILS



LAKE SHORE PARK
 1:50 H.L.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Legal Description

REVISED: 08-29-07

SKETCH AND DESCRIPTION (NOT A SURVEY)

NOT VALID WITHOUT
ACCOMPANYING
SHEET 2, AND 3 OF 3
THIS IS NOT A SURVEY

DESCRIPTION (TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NO. 22667 (766-50))

A TRACT OF LAND IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE AS SAID RIGHT-OF-WAY IS SHOWN ON PLAT OF KELSEY CITY (NOW LAKE PARK) ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 8, PAGE 23, WITH THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "F" (FORESTIERA DRIVE) AS SHOWN ON SAID PLAT OF KELSEY CITY; THENCE EAST, ALONG THE SAID EASTERLY PROJECTION OF THE SOUTH LINE OF AVENUE "F" (FORESTIERA DRIVE) A DISTANCE OF 40 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH; THENCE NORTH 1°20'01" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 746.79 FEET, TO A POINT; SAID POINT BEING IN THE EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE "G" (GREENBRIAR DRIVE); THENCE SOUTH 89°00'00" WEST ALONG SAID EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE "G" (GREENBRIAR DRIVE), A DISTANCE OF 30 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE; THENCE SOUTH 0°34'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE, A DISTANCE OF 746.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.60 ACRES, MORE OR LESS.

TOGETHER WITH

(TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NO. 22666 (766-50))

A TRACT OF SUBMERGED LAND IN LAKE WORTH, IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE, AS SAID RIGHT-OF-WAY IS SHOWN ON PLAT OF KELSEY CITY (NOW LAKE PARK) ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 8, PAGE 23, WITH THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE AVENUE F (FORESTIERA DRIVE) AS SHOWN ON SAID EASTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF AVENUE F (FORESTIERA DRIVE), A DISTANCE OF 40 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 337.52 FEET TO A POINT IN THE TOWN OF LAKE PARK BULKHEAD LINE, ESTABLISHED UNDER ORDINANCE 9-1957, SAID POINT BEING IN THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS IS 3600 FEET AND WHOSE CENTRAL ANGLE IS 20°59'26"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID BULKHEAD LINE, A DISTANCE OF 744.41 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE G (GREENBRIAR DRIVE); THENCE SOUTH 89°00'00" WEST ALONG SAID EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE G (GREENBRIAR DRIVE), A DISTANCE OF 517.18 FEET TO A POINT IN THE AFOREMENTIONED HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH; THENCE SOUTH 1°20'01" EAST ALONG SAID HIGH WATER LINE, A DISTANCE OF 746.79 FEET, TO THE POINT OF BEGINNING;

CONTAINING 6.97 ACRES, MORE OR LESS.

LESS AND EXCEPT TENNIS COURTS 5 AND 6 CONSTRUCTED AND MAINTAINED IN LAKE SHORE PARK IN THE TOWN OF LAKE PARK, FLORIDA.

CONTAINING 0.33 ACRES, MORE OR LESS.

TOTAL CONTAINING 7.24 ACRES, MORE OR LESS.

2\2002\022748 Town of Lake Park\02274872 Lake Park Small Phase I\Survey\02274872-V-SB-EC-1.dwg 8/29/2007 9:54:43 AM EDT



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax: 561.684.6360
Certificate of Authorization 6791

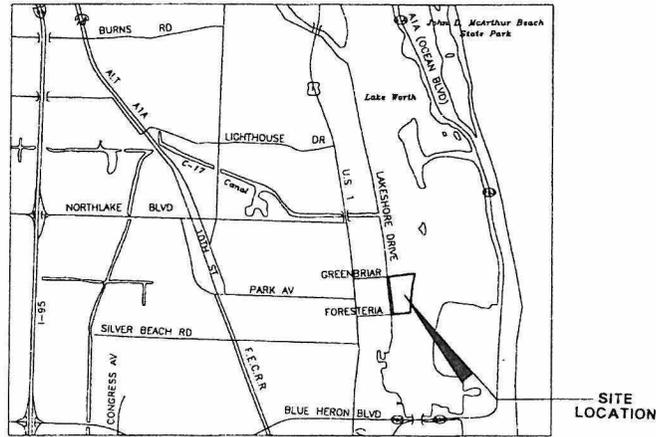
TOWN OF LAKE PARK LAKE SHORE PARK

A PORTION OF SEC 21, TWP 42S, R36E 43E

SCALE	PROJECT No	SHEET
N.T.S.	02-2748.72	1
DATE	CAD FILE	
08-24-07	SEE LEFT	OF 3

REVISED: 08-29-07

NOT VALID WITHOUT
ACCOMPANYING
SHEET 1, AND 3 OF 3
THIS IS NOT A SURVEY



LOCATION MAP

SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
NOT TO SCALE

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENT, RIGHTS-OF-WAY OR OTHER INSTRUMENT THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 00°34'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE AS SHOWN KELSEY PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL BEARINGS SHOWN ARE RELATIVE THERETO.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

(Signature)
 RONNIE L. FURNISS
 Professional Surveyor and Mapper No. 6272
 State of Florida



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
 560 Village Boulevard, Suite 340
 West Palm Beach, Florida 33409
 Phone: 561.684.6161 Fax 561.684.6360
 Certificate of Authorization 6791

TOWN OF LAKE PARK

LAKE SHORE PARK

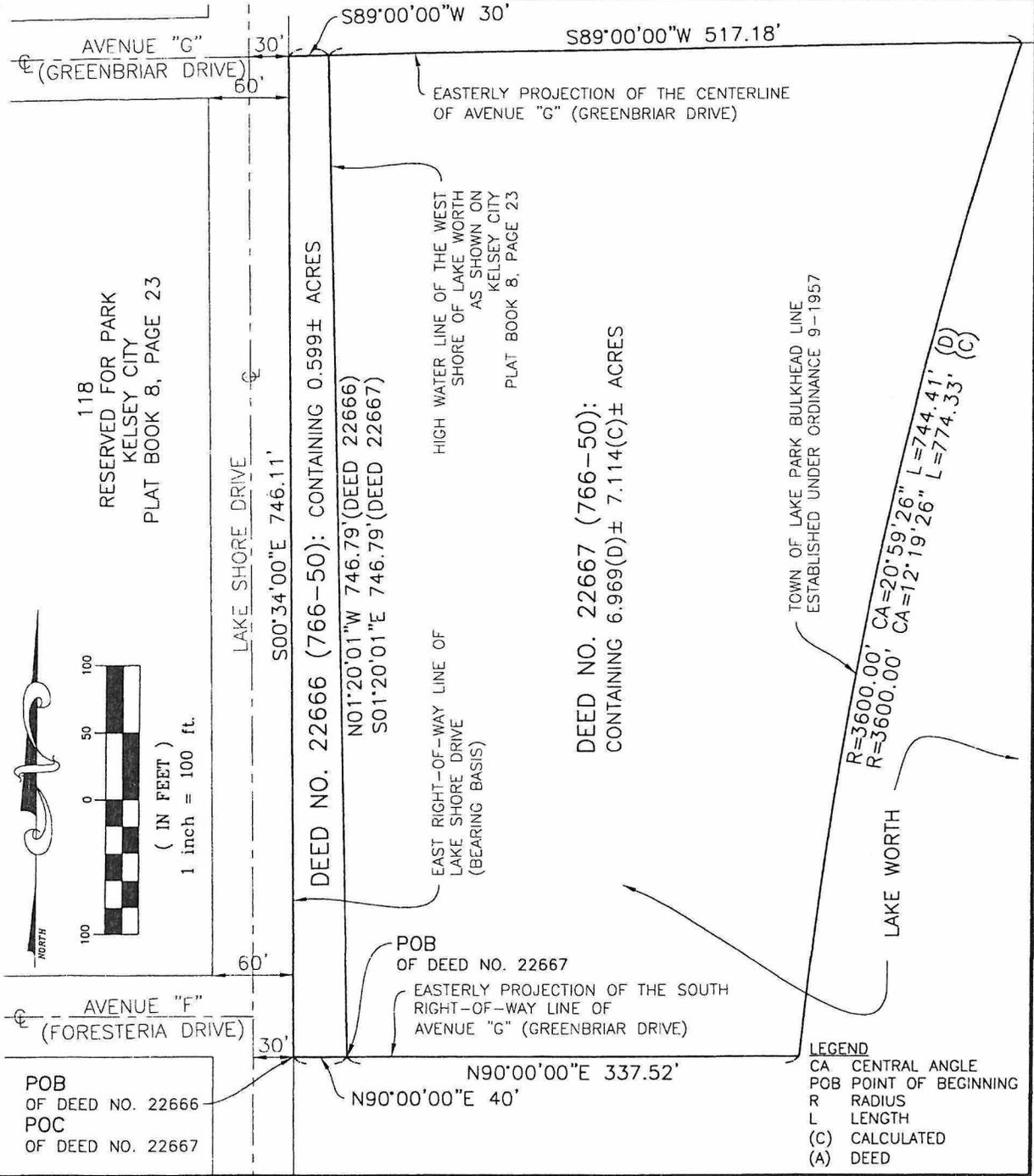
A PORTION OF SEC 21, TWP 42S, RGE 43E

SCALE	PROJECT No	SHEET
N.T.S.	02-2748.72	2
DATE	CAD FILE	OF
08-24-07	SEE LEFT	3

I:\2002\022748 Town of Lake Park Seawall Phase II\Survey\02274872-V-SD-PCL.dwg 8/28/2007 9:54:43 AM EDT

REVISED: 08-29-07

NOT VALID WITHOUT
ACCOMPANYING
SHEET 1 AND 2 OF 3
THIS IS NOT A SURVEY



118
RESERVED FOR PARK
KELSEY CITY
PLAT BOOK 8, PAGE 23

POB
OF DEED NO. 22666
POC
OF DEED NO. 22667

LEGEND
 CA CENTRAL ANGLE
 POB POINT OF BEGINNING
 R RADIUS
 L LENGTH
 (C) CALCULATED
 (A) DEED

2:\2002\022748 Town of Lake Park\02274872 Lake Park Sewell Phase 1\Survey\02274872-V-SP-PCL.dwg 8/28/2007 9:44:43 AM EDT

Calvin, Giordano & Associates, Inc.
 Engineers Surveyors Planners
 560 Village Boulevard, Suite 340
 West Palm Beach, Florida 33409
 Phone 561.684.6181 Fax 561.684.6360
 Certificate of Authorization 6791

TOWN OF LAKE PARK
LAKE SHORE PARK
 A PORTION OF SBC 21, TWP 42S, RGE 43B

SCALE	PROJECT No	SHEET
1" = 100'	02-2748.72	3
DATE	CAD FILE	
08-24-07	SEE LEFT	OF 3

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES
PURCHASE SCHEDULE FORM



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



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

EXHIBIT C

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

Grantee: _____ Date _____
 Project Name: _____
 Submittal #: _____ Reimbursement Period: _____

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

EXHIBIT D

PRE-AGREEMENT COST LIST

Pre - Agreement Cost Estimate Exhibit D

Project Description

The Lake Shore Park playground consists of a total face lift for the Park, and substantial upgrade to the infrastructure that supports public use of this overlooked community asset. Site Plan attached.

- Heart trail and exercise equipment
- Picnic shelters
- Park benches
- Trash receptacles
- Children's playground equipment and ADA compliant mulch
- Bike Rack
- Lighting
- Signage

Total Estimated Project Cost \$142,170.00

Cost Estimate

Description	Cost
Playground Equipment	\$ 47,745.82
Toddler swings with Canopy	12,922.83
ADA compliant mulch for playgrounds	12,257.60
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Signage	2,137.27
Lighting	17,341.50
Total	\$142,170.00

Timeline

The first invoice for the project was issued on 4/16/2007. It is anticipated that the Lake Shore Park project will be completed by October 1, 2007.

**GENERAL /PROFESSIONAL LIABILITY COVERAGE AGREEMENT
DECLARATIONS**

I. DESIGNATED MEMBER

Agreement No.: FMIT #0795

Town of Lake Park
Government Description
Municipality

III. COVERAGE PERIOD

From October 1, 2006 to October 1, 2007 12:01 A.M. Standard Time at the address of the Designated Member.

IV. General/Professional Liability

- 1. General Liability
 - a. Broad Form Property Damage
 - b. Extra Contractual Legal Expense
 - c. Fire Legal Liability
 - d. Medical Attendants'/Medical Directors' Malpractice Liability
- 2. Errors and Omissions Liability
 - a. Supplemental Employment Practices Liability
 - b. Employee Benefits Program Administration Liability

Payroll:

Premium Basis	Deductible/Type	Limit	Net Premium
2,476,829	\$25,000 DSL	\$2,000,000	\$35,179
	\$25,000 DSL	Per Form	Included
	N/A	\$25,000	Included
	\$25,000 DSL	\$250,000	Included
	\$25,000 DSL	\$2,000,000	Included
	\$25,000 DSL	\$2,000,000	Included
	\$25,000 DSL	\$2,000,000	Included
	\$25,000 DSL	\$2,000,000	Included

V. This Agreement includes these endorsements and schedules: See Schedule A

VI. ESTIMATED ANNUAL PREMIUM

	Normal Premium	Incentive Credit	Service Fee	Net Premium
Florida Municipal Insurance Trust (FMIT)	\$36,725	\$3,305	\$1,759	\$35,179

Florida League of Cities Sponsored Insurance Programs Since 1977

THIS DECLARATIONS AND THE SUPPLEMENTAL DECLARATIONS, TOGETHER WITH THE COMMON CONDITIONS, COVERAGE FORM(S) AND ENDORSEMENTS COMPLETE THE ABOVE NUMBERED AGREEMENT.

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PARKS AND RECREATION
6TH AVENUE SOUTH
LAKE WORTH FL 33460

Administrator

Issue Date 09/21/07

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

COVERAGES

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

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0795

COVERAGE PERIOD: FROM 10/1/07

COVERAGE PERIOD: TO 10/1/08 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

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

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

Automobile Liability

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

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
 - Personal Property
 - Basic Form
 - Special Form
 - Agreed Amount
 - Deductible N/A
 - Coinsurance N/A
 - Blanket
 - Specific
 - Replacement Cost
 - Actual Cash Value
- Miscellaneous
 - Inland Marine
 - Electronic Data Processing
 - Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

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

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

Re: Community Development Block Grant.

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

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