

# ORIGINAL

## FUNDING AGREEMENT #209-F0611

### Amendment I

This Amendment I to the Agreement #209-F0611, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Cameron Park Community Services District, a special district created and existing under the laws of the State of California; (hereinafter referred to as "CSD");

### WITNESSETH

**WHEREAS**, the El Dorado County Board of Supervisors allocated funds for the use in the development, construction design, and construction of a community center at 2502 Country Club Drive, Cameron Park, California, pursuant to the County's Community Enhancement program, in accordance with Funding Agreement #209-F0611, dated August 30, 2005, incorporated herein and made part by reference hereof;

**WHEREAS**, the parties hereto have mutually agreed to extend the term of said Agreement, hereby amend **ARTICLE IV – Term**.

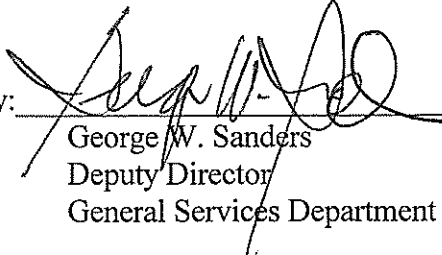
**NOW THEREFORE**, the parties do hereby agree that Agreement #209-F0611 shall be amended a first time as follows:

#### **ARTICLE IV**

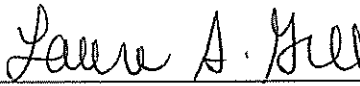
**Term of Agreement:** This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall expire upon completion of the work contemplated hereunder or on December 31, 2008, whichever comes first. If the work contemplated hereunder is not completed by December 31, 2008, or any extension thereof pursuant to written agreement of the parties in the form of an amendment to this Agreement, then the County shall have the right, at its discretion, to terminate this Agreement and in that case shall have no obligation to make any further disbursements, and may recover monies spent in accordance with the provisions of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #209-F0611 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By:  Dated: 8/30/07  
George W. Sanders  
Deputy Director  
General Services Department

Department Head Concurrence:

By:  Dated: 8/31/07  
Laura S. Gill  
Acting Director  
General Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to that Agreement for Services #209-F0611 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: \_\_\_\_\_

By: \_\_\_\_\_


Chair  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck  
Clerk of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

-- CAMERON PARK COMMUNITY SERVICES DISTRICT --

Dated: 9-17-07

By:   
Dale Gerger, President  
of the Board of Directors  
"CSD"

ATTEST:

By:  Dated: 9-17-07  
Clerk of the Board of Directors

COPY

204-1 0611

**FUNDING AGREEMENT WITH  
THE CAMERON PARK COMMUNITY SERVICES DISTRICT**

**THIS AGREEMENT** made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Cameron Park Community Services District, a special district created and existing under the laws of the State of California (herein after referred to as "CSD");

**RECITALS**

**WHEREAS**, the CSD is a public agency created to perform certain functions within defined geographic boundaries for the benefit of the public;

**WHEREAS**, the CSD has proposed to construct a community center on real property owned by the CSD and located at 2502 Country Club Drive, Cameron Park, California, for the use of residents of the County and members of the general public;

**WHEREAS**, the Board of Supervisors has determined that the construction and operation of such a community center will benefit the residents of the County and will further the legitimate goals and purposes of the County;

**WHEREAS**, on November 6, 2001, the Board of Supervisors allocated the sum of One Million Dollars (\$1,000,000.00) for use in the development and construction of the community center pursuant to the County's Community Enhancement program;

**WHEREAS**, the CSD is in the process of designing the community center facility and taking other preliminary actions necessary to approve the project, including having sought and received matching funding through voter approval. The CSD previously requested that the Board of Supervisors authorize use of a portion of the allocated Community Enhancement funds for completion of the project design services and other professional services such as legal services that were necessary to prepare the project for submittal to the voters to obtain the required financing; and,

**WHEREAS**, the Board of Supervisors determined that the expenditure of a portion of those funds in the sum of up to \$100,000.00 for the stated purposes was integral to the accomplishment of the community center project and consequently allocated pursuant to written agreement the sum of \$100,000.00 of the allocated funds of \$1,000,000.00 towards that expenditure by Funding Agreement #564-F0411, dated June 8, 2004. The CSD has utilized \$73,735.81 of those allocated sums towards schematic design and other project purposes and has requested to utilize the unused sum of \$26,264.19 from Funding Agreement #564-F0411 together with the remaining \$900,000.00 previously allocated by the County's Board of Supervisors, for an aggregate total sum remaining of \$926,264.19 for construction design and construction of the project. The full construction costs are anticipated to total \$8,728,657.35, and will be funded by \$8.5 million dollars in bond sales,



and an additional \$600,000.00 in funds from the CSD.

**WHEREAS**, the Board of Supervisors has consented to CSD's request and has agreed to enter into a second written agreement for the expenditure of that aggregated total sum remaining of \$926,264.19 for the purpose of constructing the Community Center as proposed. This second written agreement is intended by the parties to amend and supersede Agreement #564-F0411 only to the extent of the unused portion of funds in the amount of \$26,264.19, all other terms remaining the same.

**WHEREAS**, the Cameron Park Community Center project shall consist all development, site work, equipment and furniture, and construction services necessary to construct and equip the full project as depicted in final design, consisting of the community center, offices, dance and aerobics room, assembly hall and theater, gymnasium, pool, outside and inside restroom and storage facilities, meetings rooms, and the like, all as depicted on the architectural renderings attached hereto and incorporated by reference as Exhibit "A" (hereinafter collectively referred to as the "the Project")

**NOW THEREFORE**, County and CSD mutually agree as follows:

#### **ARTICLE I**

**Payment and Use of Funds:** 1. Within five days after execution of this Agreement by County, County will segregate funds in the amount of \$926,264.19 into an interest bearing trust account set up by County to partially fund the actual costs of construction of the Project, and of those funds will release funds as follows:

1. County shall release to the CSD, within 30 days of the effective date of this Agreement, the sum of \$926,264.19 for use for construction plans and specifications and related construction work on the Project under the terms and conditions set forth herein;

2. CSD shall perform all of the following: CSD shall (a) prepare plans and specifications sufficient for publicly bidding the construction of the entire Project and meeting all applicable building codes and ADA compliance requirements, and to obtain all necessary permits. A complete copy of the bid package shall be provided to the County; (b) comply with the California Environmental Quality Act and all state, local planning and land use regulations; (c) designate a project director to oversee all elements of the Project (including to perform regular site visits to monitor project progress, regularly report to the CSD and if requested to the County's Board of Supervisors and manage the project schedule and budget); (d) after consultation with civil and structural engineers and architects, establish a final project schedule and budget; and (f) select a contractor through an appropriate competitive bidding process for an actual construction, and enter into a contract that meets all statutory requirements for public works projects including but not limited to prevailing wage requirements. The selected contractor shall be required to provide payment and performance bonds in the amount of 100% of the project costs and shall be required to be insured at a minimum at the levels and kind of insurance meeting the requirements at a minimum of Exhibit "B".



3. CSD shall submit a copy of the fully executed construction contract(s) and/or other proof or evidence by CSD, satisfactory to County, which documents and/or other proof or evidence shall be accompanied by an attestation of an authorized officer of the CSD under penalty of perjury that the documents are true and accurate copies of the originals and that CSD has committed to the construction contract for the project.

5. Any excess construction shall be expressly assumed and provided by CSD. The CSD agrees to use the funds provided by the County only for the purposes set forth herein and shall only be disbursed by CSD for services actually rendered to the CSD. Funding is provided under this Agreement only for payment for services of retained contractors, and not for reimbursement of staff time of the CSD staff. In no event shall County's obligation under this Agreement exceed \$926,264.19, and in no event shall the cumulative total between this Agreement and Agreement # #564-F0411, dated June 8, 2004, exceed the sum of \$1,000,000.00 (One Million Dollars).

## ARTICLE II

**Use of Funds:** CSD will use the funds to be paid by the County solely for construction plans and specifications and construction costs of the Project. CSD shall complete the Project in accordance with the project performance schedule attached hereto as Exhibit "C", but in no event later than December 31, 2007. In the event CSD does not complete construction of the Project by December 31, 2007, County's obligation for payment shall be null and void, and upon written demand by the County, CSD shall return all funds it has received from the County within 30 days of mailing of written demand by County.

Commencing on the 10th day of the first full month immediately following the day funds are paid by County to CSD and each 10<sup>th</sup> of the month thereafter, CSD shall submit to County its statement noting the actual construction design services that have been incurred or construction costs incurred and the percentage completion of the project. Such statement shall be substantially in form of Attachment "I" to this Agreement and signed under penalty of perjury by an authorized officer of CSD.

## ARTICLE III

**Disbursement of Funds:** County desires to ensure that the expenditure of funds under this Agreement will result in the CSD being able to construct the Project for enjoyment of the public. CSD represents to the County that the funding provided by this Agreement, together with any other funding now available to CSD, has been or will be sufficient to: (1) prepare design and architectural renderings of the proposed community center project adequate to publicly bid and construct the Project and to ensure that the Project is fully operational and open to members of the public and citizens of El Dorado County; and, (2) to construct, equip, and operate the Project and to take such other steps as are necessary to open the facility to members of the public and citizens of El Dorado County.

The CSD shall be responsible for actual payment to the contractors and nothing in this Agreement shall be deemed to constitute a contract between the County and any contractors or in any manner to create any obligation on the part of the County to pay any



such contractors.

#### **ARTICLE IV**

**Term of Agreement:** This Agreement shall become effective when fully executed by both parties ("Effective Date") and shall expire upon completion of the work contemplated hereunder or the December 31, 2007, whichever comes first. If the work contemplated hereunder is not completed by December 31, 2007, or any extension thereof pursuant to written agreement of the parties in the form of an amendment to this Agreement, then the County shall have the right, at its discretion, to terminate this Agreement and in that case shall have no obligation to make any further disbursements, and may recover monies spent in accordance with the provisions of this Agreement.

#### **ARTICLE V**

**Audit:** The CSD will keep and maintain an accurate financial account of all funds expended on the professional services specified under this Agreement. Such records will be kept in accordance with generally accepted accounting practices, and shall be kept for a minimum period of three years after expiration of this Agreement. Such accounting records shall be made available for inspection by County's designees during normal business hours at the CSD's offices or offices of its financial consultant.

#### **ARTICLE VI**

**Compliance With Applicable Law:** CSD will comply with all Federal, State, and local laws and ordinances which are applicable to the work contemplated under this Agreement, including but not by way of limitation building codes, ADA rules and regulations, California Public Contract Code and Labor Code provisions, workers compensation provision, and licensing regulations.

#### **ARTICLE VII**

**Independent Status/Liability:** CSD is, and shall be at all times, deemed independent and shall be wholly responsible for the acts of CSD's employees, associates, and contractors, in connection with the work described in this Agreement.

#### **ARTICLE VIII**

##### **No Third Party Beneficiary:**

Nothing in this Agreement shall be construed to create any rights of any kind or nature in any other party not a named party to this Agreement.

#### **ARTICLE IX**

**Indemnity:** To the fullest extent allowed by law, the CSD shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to, or in any way arise out of, or are connected with the design, development, construction, operation, and maintenance of the



Project. This duty of CSD to indemnify and save County harmless includes the duties to defend set forth in California Civil Code section 2778, and shall survive the expiration or termination of this Agreement.

#### ARTICLE X

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

COUNTY OF EL DORADO  
360 Fair Lane  
Placerville, CA 95667  
ATTN: Director of General Services

or to such other location as the County directs.

Notices to shall be addressed as follows:

CAMERON PARK COMMUNITY SERVICES DISTRICT  
3200 Country Club Drive  
Cameron Park, CA 95682  
ATTN: General Manager



or to such other location as the CSD directs.

#### ARTICLE XI

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### ARTICLE XII

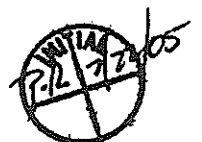
**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Keith C. Leech, Director, General Services, or successor.

#### ARTICLE XIII

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

#### ARTICLE XIV

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.





**ARTICLE XV**

**Venue:** Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California. CSD waives any removal rights it might have under Code of Civil Procedure section 394.

**ARTICLE XVI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**ARTICLE XVII**

**Taxpayer Identification:** CSD's tax identification number is 94-168291.

**ARTICLE XVIII**

**Time is of the Essence:** The Parties hereto acknowledge and agree that time is of the essence.

**REQUESTING DEPARTMENT CONCURRENCE:**

By:  Dated: \_\_\_\_\_  
Keith C. Leech  
Director of General Services

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**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first below written.

-- COUNTY OF EL DORADO --

Dated: 8/30/05

By: Charlie Paine  
Charlie Paine, Chair  
Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: Stephan Tyler Date: 8/30/05  
Deputy Clerk

-- CAMERON PARK COMMUNITY SERVICES DISTRICT --

Dated:

By: Paul Ryan July 22, 2005  
Paul Ryan  
President, of the Board of Directors

ATTEST:

By: Tommy Murrell Date: 7-30-05  
Clerk of the Board of Directors

ATTACHMENT I

Dated: \_\_\_\_\_

Mr. Keith Leech  
Director of General Services  
County of El Dorado  
360 Fair Lane  
Placerville, California 95667

Re: Cameron Park Community Center Project

Dear Mr. Leech:

This letter will certify that as of the above date the Cameron Park Community Service District has completed \_\_\_\_\_% of the Cameron Park Community Center Project at the approximate cost indicated. Work that was done and/or services performed were as follows: \_\_\_\_\_

\_\_\_\_\_. Through the last day of the preceding month, the District has made progress payments to the (consultant or contractor) in total sum of \$ \_\_\_\_\_, of the funds granted to it by the County of El Dorado. This will further certify that as of the above date, the District has advanced \$ \_\_\_\_\_ in funds from the District.

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed the date written above in El Dorado County, State of California

By: \_\_\_\_\_

(Print name & Title)





Larry Walli, AIA • George M. Wiens, AIA • Robert J. Hensley, AIA • James P. DiCunzio, AIA • Glenn Ueda, AIA  
 Max Madhu, AIA • Kelley Needham, AIA • Kevin A. MacQuarrie, AIA

March 29, 2005

**ESTIMATED PROJECT TIMELINE**  
 New Cameron Park Community Center Complex  
 Project 0410100.02

TASK	2005												2006												2007				
	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M			
<b>1. SCHEMATIC DESIGN</b>																													
a. Review Budget/Schedule	█																												
b. Revise Design		█	█																										
c. Geotechnical Report		█	█																										
d. Topo/Survey/Environmental		█	█																										
e. Prepare Planning Submittal			█	█																									
f. Preliminary Grading Plan			█	█																									
g) Planning Review/Approval				█	█	█																							
<b>2. DESIGN DEVELOPMENT</b>																													
a. Architectural Backgrounds					█	█	█																						
b. Consultant Review						█	█																						
c. Cost Estimate								█																					
<b>3. CONSTRUCTION DOCS</b>																													
a. Architectural Documents							█	█	█	█																			
b. Civil Documents							█	█	█	█																			
c. Landscape Documents							█	█	█	█																			
d. Structural Documents							█	█	█	█																			
e. M/E/P Documents							█	█	█	█																			
f. Swim Pool Documents							█	█	█	█																			
g) Bldg. Dept. Review/Approval										█	█	█																	
h. Final Cost Estimate												█																	
<b>4. BIDDING</b>																													
a. Advertise																													
b. Addenda																													
c. Open Bids																													
d. Award General Contract																													
<b>5. CONSTRUCTION</b>																													
a. Contractor Mobilize																													
b. Earthwork																													
c. Site Improvements																													
d. Building Construction																													
e. Pool Construction																													
f. Punch List/Final Completion																													
g. Move-in/Hooray!																													
<b>TOTAL ESTIMATED TIME</b>																									<b>26 MONTHS</b>				

*Handwritten signature and date: PHL 3/29/05*

# MEMORANDUM OF COVERAGE WORKERS' COMPENSATION PROGRAM

MEMORANDUM NUMBER NCS DIA WC 0506

## DECLARATIONS

### LIMITS OF LIABILITY:

*Northern California Special Districts Insurance  
Authority's Self Insurance Retention:*

Item 1- \$250,000.00 per occurrence, including defense costs.

### EXCESS INSURANCE LIMITS:

*CPELA - MEMORANDUM  
#CPELA 05 EWC - 01*

Item 2A - \$149,500,000.00  
Workers' Compensation

Item 2B - \$10,000,000.00  
Employers Liability

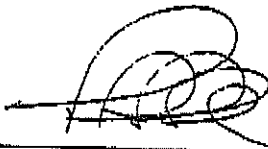
Item 2C - \$149,500,000.00

Workers' Compensation and  
Employers Liability Combined

### SPECIAL NOTE:

THE ABOVE MENTIONED PRIMARY COVERAGE IS SUBJECT TO ALL LIMITATIONS, EXCLUSIONS, AND COVERAGES AS THE EXCESS COVERAGE MEMORANDUM IN EFFECT DURING THE MEMORANDUM PERIOD. A COPY OF THE ABOVE-MENTIONED MEMORANDUM IS AVAILABLE AT THE NORTHERN CALIFORNIA SPECIAL DISTRICTS INSURANCE AUTHORITY OFFICE FOR REVIEW. A COMPLETE COPY OF SAID MEMORANDUM IS AVAILABLE UPON WRITTEN REQUEST. SELECTION AND RETENTION OF LEGAL DEFENSE COUNSEL FOR THE MEMBER AGENCY AND ALL COVERED PARTIES IS CONTROLLED BY THE NORTHERN CALIFORNIA SPECIAL DISTRICTS INSURANCE AUTHORITY. THERE ARE NO EXCEPTIONS TO THIS POLICY.

Signed by:



Authorized Representatives

Date: July 1, 2005

# CERTIFICATE OF COVERAGE WORKERS' COMPENSATION PROGRAM

MEMORANDUM NUMBER NCS DIA WC 1506

## DECLARATIONS

**LIMITS OF COVERAGE:**

*Workers' Compensation and  
Employers' Liability Combined*

\$250,000 Per Occurrence, including defense costs.

**FUTURE ASSESSMENTS:**

It is understood and agreed that if aggregate losses under the Northern California Special Districts Insurance Authority Workers' Compensation Program for the Memorandum Period exceed total contributions collected, the Authority may assess additional contributions in accordance with the provisions of the "Joint Exercise of Powers Agreement".

**SUPPLEMENTAL INFORMATION:**

A complete copy of the NCS DIA Memorandum of Coverage, identified in more detail below, will be provided upon written request.

In consideration of the payment of the Member Agency's Annual Premium Charge in reliance upon the statements in the Declarations made a part hereof, and subject to all of the terms of this Certificate of Coverage and of the applicable Joint Exercise of Powers Agreement, the Northern California Special Districts Insurance Authority (hereinafter "Authority") agrees with the Member Agency as follows:

The coverage afforded by this Certificate of Coverage is identical to, and follows the form of, the Excess Workers' Compensation Memorandum of Coverage issued by the California Public Entity Insurance Authority (CPEIA) Excess Insurance Authority, Memorandum Number CPEIA 05 EWC-01 except as to provisions that conflict with this Certificate, in which case, the provisions of this Certificate control.

### COVERAGE AGREEMENT

*The provisions set forth under the EIA Memorandum, Insuring Agreement II, "Retention and Indemnity" are deleted and replaced by the following.*

Notwithstanding the application of this Certificate to "loss" sustained by the "Covered Party" under Subsections A, B and C of Agreement I of the CPEIA Memorandum #CPEIA 05 EWC-01, and regardless of the number of entities named Member Agencies hereunder, the maximum limit of the Authority's coverage, including defense costs, hereunder shall not exceed the amount specified in the above-stated Limits of Coverage.

### DEFENSE AGREEMENT

(1) Under this Certificate, the Authority will have the right and duty to defend at the Authority's expense any claim, proceeding or suit against a **Covered Party** for benefits payable under Coverage 1.A. and 1.B., Workers' Compensation. The Authority has the right to investigate and settle such claims, proceedings or suits. However, the Authority has no duty to defend a claim, proceeding or suit that is not covered by this insurance or after the applicable Limit of Coverage is exhausted by the payment of defense costs, awards, judgments or settlements, or any combination thereof, hereunder.

(2) Under this Certificate, the Authority will have the right and duty to defend at the Authority's expense any claim, proceeding or suit against a **Covered Party** for damages payable under Coverage 1.C., Employers' Liability. The Authority has the right to investigate and settle such claims, proceedings or suits. However, the Authority has no duty to defend a claim, proceeding or suit that is not covered by this insurance or after the applicable Limit of Coverage is exhausted by the payment of defense costs, awards, judgments or settlements, or any combination thereof hereunder.

The Authority's right to defend claim, proceeding or suit includes the right to select defense counsel for the **Covered Party** and to control the conduct of the defense of such claim, proceeding or suit.

The Authority's defense obligation will include the payment of defense costs, including attorneys fees and all other litigation expenses, including the cost of bonds to appeal a judgment or award in any suit the Authority defends, costs taxed against the **Covered Party** in such suit and post-judgment interest that accrues before the Authority has paid, offered to pay or deposited in court the amount available for the judgment under the available Coverage Limit. Such defense costs do not include salaries of the **Covered Party's** employees or expenses incurred by the **Covered Party** in the investigation, adjustment or litigation of any claim, proceeding or suit.

### DEFINITIONS

*This Certificate incorporates each and every Definition contained in the EIA Memorandum.*

### EXCLUSIONS

*This Certificate incorporates each and every Exclusion contained in the EIA Memorandum.*

**CONDITIONS**

*As respects the coverage afforded by this Certificate, the Conditions relating to "IV. Administration and Reporting of Claims" contained in the EIA Memorandum are deleted in their entirety and replaced by the following provisions:*

**1. Administration and Reporting of Claims**

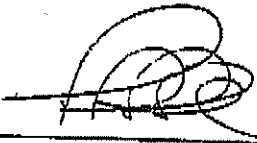
- a. The **Covered Party** must notify the authority as soon as practicable of any occurrence that may result in a claim.
- b. If a claim is made or a suit is brought, against any **Covered Party** the **Covered Party** must notify the Authority immediately and send the Authority any claims, demands, notices, summonses or legal papers received in connection with the claim or suit.
- c. The **Covered Party** must assist the Authority, upon its request, in the enforcement of any right against any person or organization that may be liable to the **Covered Party** because of injury or damage to which this coverage may also apply.
- d. No **Covered Party**, except at its own cost, may make any payment, assume any obligation, or incur any expense, other than for first aid, without the consent of the Authority.

**2. Legal Action Against Authority**

No person or organization has a right under this Certificate:

- a. To join the Authority as a party or otherwise bring the Authority into a suit asking for damages from a **Covered Party**; or
- b. To sue the Authority on this Certificate unless all of its terms have been fully complied with.

A person or organization may sue the Authority to recover on an agreed settlement or on a final judgment against a **Covered Party** obtained after an actual trial; but the Authority will not be liable for damages that are not payable under the terms of this Certificate or that are in excess of the applicable Limit of Coverage. An agreed settlement means a settlement and release of liability signed by the Authority, the **Covered party** and the claimant or the claimant's legal representative.

Countersigned by:  Date: July 1, 2006  
Authorized Representative