

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: October 17, 2006☒ Consent
☐ Ordinance☐ Regular
☐ Public HearingDepartment: Parks and RecreationSubmitted By: Parks and Recreation DepartmentSubmitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Interlocal Agreement with the City of Lake Worth for the period October 17, 2006, through October 16, 2009, in an amount not-to-exceed \$5,000,000 for funding of the Public Improvements Phase of the Lake Worth Beach and Casino Redevelopment Project; and **B)** Budget Transfer of \$5,000,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2005 to Lake Worth Municipal Beach and Casino.

Summary: This Interlocal Agreement provides funding for construction of improvements to the City of Lake Worth's beach to maintain and enhance public beach access. Project elements include reconfiguration and renovations to surface parking areas to provide a minimum of 628 spaces; driveways; internal vehicular and pedestrian circulation improvements; reconfiguration and renovations to landscaped areas; park improvements (including, but not limited to passive recreation areas, a public restroom building, four picnic shelters, and a volleyball court); pool and lifeguard/locker room improvements including public restrooms; improvements to water, sewer, storm drainage and franchise utilities; and improvements to the beach-side walkway/promenade, as described in Exhibit "B" to the Agreement. Funding is from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum. District 3 (PK)

Background and Justification: On November 5, 2002, a bond referendum was passed by the voters of Palm Beach County in the amount of \$50 Million for the issuance of general obligation bonds for the purpose of financing the acquisition, construction of, and/or improvements to certain recreation and cultural facilities. This project represents one such recreation/cultural project.

The City of Lake Worth is undertaking the \$19,100,000 Lake Worth Beach and Casino Redevelopment Project in conjunction with a private developer with which it is entering into a long term lease to re-develop, operate, and maintain the Lake Worth beach. The County Bond funding will contribute an amount not-to-exceed \$5,000,000 to the \$8,620,800 Public Improvements Phase of the overall redevelopment project, with the difference of \$3,620,800 paid by the City of Lake Worth. Project elements of the Public Improvements Phase will all directly benefit public use of the beach by providing needed upgrades, renovations, and additions to public facilities. The public will be able to access all County funded aspects of the City's redevelopment project on a non-discriminatory basis regardless of residency.

The City's beach redevelopment project will increase the overall amount of public parking on site, and the Interlocal Agreement requires that a minimum of 628 parking spaces are kept available to the public on a non-discriminatory basis.

The Agreement provides three years, or until October 16, 2009, for completion of the Project and submission of reimbursement documentation to the County. The term of the Agreement is until October 16, 2036, which is the standard 30 year term for Bond Agreements. The Interlocal Agreement has been executed by the City of Lake Worth, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

Recommended by: 

Department Director

Date

9/29/06Approved by: 

Assistant County Administrator

Date

10/11/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>5,000,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>5,000,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

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

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

\$25M GO Park & Culture Imprv 05
3020-821-9817-9908 (\$5,000,000)

Lake Worth Municipal Beach and Casino
3020-581-P575-8101 \$5,000,000

C. Departmental Fiscal Review: cm whl mart

III. REVIEW COMMENTS

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

OFMB

B. Legal Sufficiency:

Assistant County Attorney

C. Other Departmental Review:

Contract Development & Control
6/10/06

This Contract complies with our
contract review requirements.

At the time of CDCS
review, the contract
was not executed.

REVISED 09/2003

ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

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**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF LAKE WORTH FOR FUNDING OF
THE PUBLIC IMPROVEMENT PHASE OF
THE LAKE WORTH BEACH AND CASINO REDEVELOPMENT PLAN**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2006, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 10 South Ocean Blvd., Lake Worth, Florida, (the "Property"), which Property is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, MUNICIPALITY desires to enter into a Development Agreement (the "Development Agreement") and long term lease of the Property ("Lease") with a private developer (the "Developer") for the purpose of redeveloping the Property in a manner consistent with the terms of said Development Agreement, hereinafter referred to as the "Redevelopment Plan" at said location; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the public funding of that specific portion of said Redevelopment Plan which qualifies for public funding under that certain \$50 Million Recreation and Cultural Facilities Bond hereinafter described, which portion is hereinafter referred to as the "Project"; and

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

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

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

WHEREAS, MUNICIPALITY desires to have the Project operated and maintained in accordance with the terms of the Development Agreement 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 COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed Five Million Dollars (\$5,000,000.00) for the construction of the Project as is more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "B", (the "County's Contribution"). MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide COUNTY with a certification, in a form acceptable to the COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Interlocal Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to be responsible for providing such funding as may be necessary to complete the Project for that amount of the Project's total cost that exceeds the County's Contribution. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$3,620,800.00, which is the estimated amount by which the estimated total cost of the Project exceeds the maximum possible County Contribution of \$5,000,000.00.

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 the Manger of the MUNICIPALITY, telephone no. (561) 586-1330.

Section 1.06 MUNICIPALITY shall cause the Project to be designed and constructed upon the Property in accordance with the Development Agreement and Exhibit "B".

Section 1.07 MUNICIPALITY'S procurement of the Project's design and construction services will be accomplished in accordance with the terms of the Development Agreement and 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. The selection of the Developer was accomplished by the MUNICIPALITY in accordance with requirements of law. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 MUNICIPALITY shall be responsible for implementing the design and construction of the Project and shall design and construct the Project in accordance with the Development Agreement and in accordance with Exhibit "B", and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 As a condition to COUNTY'S obligation to fund any of the Project as provided herein, MUNICIPALITY shall first enter into the Development Agreement and provide COUNTY with a fully executed copy of same, which Development Agreement shall address the procurement of 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 Developer's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY's Representative for review. 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 through the Developer and in accordance with the Development Agreement for securing all permits and approvals necessary to construct the Project.

Section 2.05 Prior to MUNICIPALITY commencing construction of the Project per the Development Agreement, MUNICIPALITY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY will cause the Development Agreement to require the Developer to totally complete the Project and open same to the public for its intended use

within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to 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 COUNTY's Representative on or before January 10, April 10, July 10, and October 10 during the construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of the County Contribution shall be the responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall either obtain such excess funds in accordance with the terms of the Development Agreement and/or appropriate and expend the excess funds required for completion of the Project. COUNTY shall not disburse any funds to MUNICIPALITY for the Project until MUNICIPALITY has either assured the COUNTY that the Developer has sufficient funds available to complete the Project or alternatively, has appropriated and expended said excess funds for the Project.

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

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY causes the Project to be

completed and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to 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 COUNTY.

Section 3.05 County agrees to reimburse MUNICIPALITY an amount not to exceed \$0.00 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002, as is more fully described in the attached Exhibit "D", Pre-Agreement Cost List, as the parties acknowledge that there are no accrued pre-agreement costs which were incurred.

Section 3.06 For construction projects fully funded by COUNTY, no more than 10% of COUNTY's funding for the Project shall be used for design and engineering costs for the Project and be eligible for reimbursement under this Interlocal Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by the MUNICIPALITY, through the Developer per the Development Agreement, and will not be eligible for reimbursement from COUNTY.

Section 3.07 COUNTY shall reimburse costs for the Project only after MUNICIPALITY has, through the Developer per the Development Agreement, expended its share of funding for the Project in its entirety. MUNICIPALITY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY'S Chief Financial Officer or an independent auditor that MUNICIPALITY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to MUNICIPALITY under this Interlocal Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY subject to the terms of the Development Agreement and the Lease. COUNTY shall not be required to pay MUNICIPALITY or its designee any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 4.02 MUNICIPALITY hereby warrants and represents that: (i) it has full legal authority and financial ability to enter into the Development Agreement for the purposes of operating and maintaining said Project, and (ii) there will never be less than six hundred twenty eight (628) public parking spaces located on the Property during the term of this Agreement.

Section 4.03 MUNICIPALITY shall cause the Project to be operated and maintained for its intended use by the general public for a term of thirty (30) years from the execution of this

Interlocal Agreement by the parties hereto. MUNICIPALITY shall cause the Project to be maintained in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

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

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. Other than as may be set forth in the Developer's Agreement and herein, 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. Other than as may be set forth in the Developer's Agreement and herein, 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, other than as may be set forth in the Developer's Agreement and herein, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

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

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

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

ARTICLE 6: ACCESS AND AUDITS

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the construction of the Project for at least five (5)

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

ARTICLE 7: NOTICES

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

As to COUNTY:

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

With a copy to:

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

As to MUNICIPALITY:

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

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once 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 a recipient of COUNTY funding, and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, 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 Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

ARTICLE 12: INSURANCE

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

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

MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well

as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on MUNICIPALITY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

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

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

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

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

ARTICLE 13: PUBLIC ENTITY CRIMES

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

ARTICLE 14: CAPTIONS

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

ARTICLE 15: SEVERABILITY

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

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

ARTICLE 17: THIRD PARTY BENEFICIARIES

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

(SIGNATURES ON NEXT PAGE)

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

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:

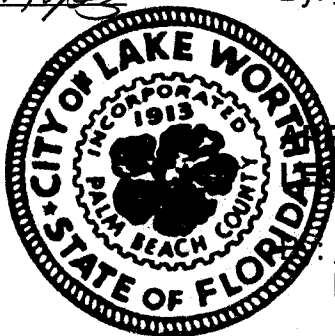
By: _____
County Attorney

ATTEST:

CITY OF LAKE WORTH, FLORIDA

By: *Camela J. Roper*
Clerk

By: *[Signature]*
Mayor



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Larry A. Kains
Municipality Attorney

LIST OF EXHIBITS

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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

TRACT I:
A PARCEL OF LAND 300.00 FROM NORTH TO SOUTH LOCATED IN SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST, IN PALM BEACH COUNTY, FLORIDA, SOUTH OF AND ADJOINING STATE ROAD 802 AND ITS EASTERLY EXTENSION, NORTH OF AND ADJOINING TRACT II DESCRIBED BELOW, BOUNDED ON THE EAST BY THE MEAN HIGH WATER LINE OF THE ATLANTIC OCEAN AND ON THE WEST BY THE EASTERN BOUNDARY OF THE RIGHT-OF-WAY FOR STATE ROAD A-1-A.

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

NOTE: THERE IS AN APPARENT USE OF ENTRY ROADWAY. THIS PARCEL IS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93180-2504. NO DOCUMENTATION OF OWNERSHIP HAS BEEN PROVIDED TO MOCK, ROOS AND ASSOCIATES, INC.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

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

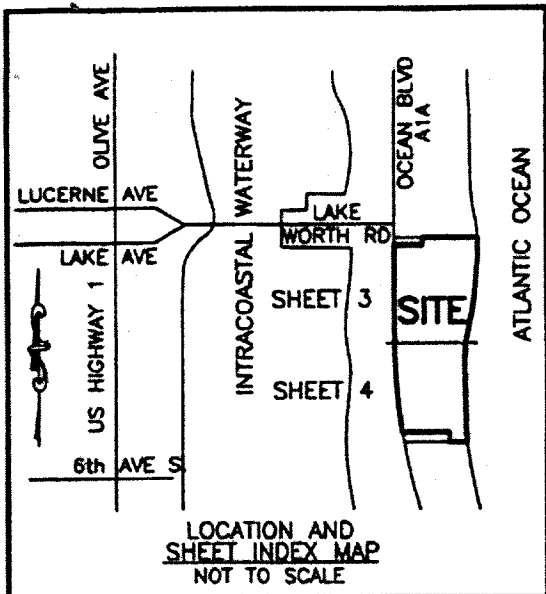
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID GOVERNMENT LOT 1, SECTION 26, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, PER THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 802, SECTION 93180-2504; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, SOUTH 00°38'52" EAST, A DISTANCE OF 65.25 FEET TO A POINT ON THE NORTHWEST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL

(CONTINUED ON SHEET 2 OF 4)

NOT VALID WITHOUT
ACCOMPANYING SKETCH
SHEETS 3 AND 4 OF 4

SHEET 1 OF 4
SEC. 26, TWP. 44 S., RGE. 43 E.

REV: 09-26-06	FL. E.B. NO. 48	FL. L.B. NO. 48	LAKE WORTH BEACH AND CASINO PROPERTY FOR INTERLOCAL AGREEMENT	SCALE: N/A
FIELD: -			DATE: 09-15-06	
DRAWN: MAG			P.A.NO. 64167.A6	
APPR: MHO/HR	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248		DR. NO. A-4405	



LEGAL DESCRIPTION

(CONTINUED FROM SHEET 1 OF 4)

RECORDS BOOK 2571, PAGE 2, AND THE POINT OF BEGINNING; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, SOUTH 86°08'52" EAST A DISTANCE OF 115.71 FEET; THENCE SOUTH 88°20'10" EAST, A DISTANCE OF 147.65 FEET; THENCE SOUTH 01°39'50" WEST A DISTANCE OF 82.00 FEET; THENCE NORTH 87°20'52" WEST A DISTANCE OF 260.00 FEET TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY LINE OF STATE ROAD A-1-A; THENCE, ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°38'52" WEST A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING.

THE NET AREA OF THE ABOVE DESCRIBED PARCEL CONTAINS 854,638.83 SQUARE FEET, OR 19.62 ACRES, MORE OR LESS.


NOTES:

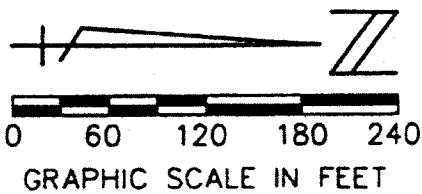
1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE NOR DOES IT REPRESENT, A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF NORTH 00°38'52" WEST ALONG THE CENTERLINE OF STATE ROAD A-1-A. ALL BEARINGS SHOWN HEREON HAVE BEEN ROTATED FROM A BEARING OF NORTH 00°30'26" WEST ALONG THE CENTERLINE OF STATE ROAD A-1-A AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR STATE ROAD 802, SECTION 93180-2504. ALL BEARINGS SHOWN HEREON ARE CALCULATED. FOR BOUNDARY SURVEY INFORMATION, REFER TO MOCK ROOS & ASSOCIATES, INC. DRAWING NO. 44-43-26-40 DATED 07-16-01, LAST REVISED 03-09-05.

NOT VALID WITHOUT
ACCOMPANYING SKETCH SHEETS
3 AND 4 OF 4

MANUEL A. GUTIERREZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4102

SHEET 2 OF 4
SEC. 26, TWP. 44 S., RGE. 43 E.

REV: 09-26-06	FL. E.B. NO. 48	FL. L.B. NO. 48	LAKE WORTH BEACH AND CASINO PROPERTY FOR INTERLOCAL AGREEMENT	SCALE: N/A
FIELD: -		5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248	CITY OF LAKE WORTH PALM BEACH COUNTY	DATE: 09-15-06
DRAWN: MAG				P.A.NO. 64167.A6
APPR: MHC				DR. NO. A-4405



LEGEND

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

LAKE WORTH ROAD
STATE ROAD 802
FOOT RIGHT-OF-WAY MAP
SECTION 83180-2504

STATE ROAD A-1-A
FDOT RIGHT-OF-WAY MAP
SECTION 9306-111

BASE OF BEARING
N00°38'52"W 813.16'

N00°30'28"W PER
FOOT RIGHT-OF-WAY MAP
FOR STATE ROAD 802
SECTION 83180-2504

N00°38'52"W

596.24'

N00°38'52"W 663.77'

526.83'

NORTH LINE OF THE
SOUTH 2188.77' OF
GOVERNMENT LOT 1,
SECTION 26, TOWNSHIP 44 S,
RANGE 43 E

TRACT II

TRACT I

PLAT BOOK 80,
PAGES 137-155
S02°08'25"E 1212.24'

COASTAL CONSTRUCTION
CONTROL LINE
AUGUST 1997
PER PLAT BOOK 80,
PAGES 137-155

DEED BOOK 831, PG 24

TRACT I

DEED BOOK 134, PG 269

DISCLAIMER
ORB 1882, PG 1048
SEE NOTE 9, SHEET 1 OF 7

MEAN HIGH WATER
EL. 1.84 FEET MHW 1989
AS LOCATED ON 07/13/01

S04°23'28"W
101.86'

S01°17'05"E 148.83'

S01°08'20"W 282.57'

S01°38'23"E
102.76'

SHEET 3 OF 4
SEC. 26, TWP. 44 S., RGE. 43 E.

REV: 09-26-06

FL. E.B. NO. 48

FL. L.B. NO. 48

LAKE WORTH BEACH AND
CASINO PROPERTY FOR
INTERLOCAL AGREEMENT
CITY OF LAKE WORTH
PALM BEACH COUNTY

SCALE: 1"=120'

FIELD: -

DRAWN: MAG

APPR: MHC

MOCK ROOS
ENGINEERS SURVEYORS PLANNERS

5720 Corporate Way, West Palm Beach, Florida 33407
(561) 683-3113, fax 478-7248

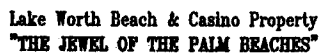
DATE: 09-15-06

P.A.N.O. 64167.A6

DR. NO. A-4405

EXHIBIT B

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



JOSE F. JARAMILLO
ARCHITECT
A.E. 891404



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SITE PLAN

Cadd File Number:

Project No: 444

Debit 140

DRAWN: _____
 CHECKED: PW _____
 SHEET NO: _____

Date: 07-06-06 **A1**

10

Exhibit B
Project Description
Public Improvements Phase of the Lake Worth Beach and Casino
Redevelopment Project

The City of Lake Worth Florida is proposing redevelopment of the +/- 19 acre Lake Worth Beach and Casino property to include a new Casino building, additional retail space and outdoor café, pool improvements, a new lifeguard / locker room building, picnic shelters, a two level parking platform, renovations and reconfiguration of existing surface parking areas as well as internal vehicular and pedestrian improvements, and various park and open space improvements.

The Public Improvements Phase of this project (funded by the Palm Beach County Recreation and Cultural Facilities Bond) includes:

- Reconfiguration and renovations to surface parking areas to provide a minimum of 628 spaces;
- Driveways;
- Internal vehicular and pedestrian circulation improvements;
- Reconfiguration and renovations to landscaped areas;
- Park improvements (including but not limited to passive recreation areas, public restrooms, picnic shelters, volley ball court);
- Pool and lifeguard / locker room improvements (including restrooms);
- Improvements to water, sewer, storm drainage and franchise utilities (such as telephone, electric, cable television, etc.) that are necessary for the public improvements only;
- Improvements to the +/-1,340 L.F beach-side walkway / promenade.

Exhibit B
Cost Estimate
Public Improvements Phase of the Lake Worth Beach and Casino
Redevelopment Project

Project elements for Public Improvement Phase of the Lake Worth Beach and
Casino Redevelopment Project

1. Reconfiguration and renovations to surface parking areas to provide a minimum of 628 spaces;
2. Driveways;
3. Internal vehicular and pedestrian circulation improvements;
4. Reconfiguration and renovations to landscaped areas;
5. Park improvements (including but not limited to passive recreation areas, one public restroom building, four picnic shelters, volley ball court);
6. Pool and lifeguard / locker room improvements (including restrooms);
7. Improvements to water, sewer, storm drainage and franchise utilities (such as telephone, electric, cable television, etc.) that are necessary for the public improvements only;
8. Improvements to the +/- 1,340 LF beach-side walkway / promenade.

TOTAL COST ESTIMATE \$8,620,800

EXHIBIT C

**CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES
PURCHASE SCHEDULE FORM**



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

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

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

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

Administrator _____ Date _____

Financial Officer _____ Date _____

PBC USE ONLY

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage (_____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: _____

PBC Project Administrator _____ Date _____

Department Director _____ Date _____



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

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

EXHIBIT C

Date _____

Grantee: _____

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.

Administrator

Date

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.

Financial Officer

Date

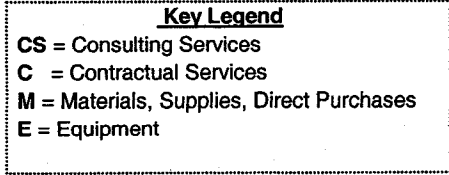


EXHIBIT C
(cont'd.)

Page of

EXHIBIT D

PRE-AGREEMENT COST LIST

NOT APPLICABLE

07- 0035

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 581

092806*2201

FUND 3020 - \$25M GO Park and Cultural Improv 05

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 09/28/06	REMAINING BALANCE
<u>Lake Worth Municipal Beach & Casino</u>								
3020-581-P575-8101	Contributions Othr Govtl Agency	0	0	5,000,000		5,000,000	0	5,000,000
<u>Reserves - Fund 3020</u>								
3020-821-9817-9908	Res- New Projects	15,840,445	15,840,445		5,000,000	10,840,445	0	10,840,445
TOTAL				5,000,000	5,000,000			

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

[Signature] 9/29/06
[Signature] 10-5-06
10/5/06

By Board of County Commissioners
At Meeting of
October 17, 2006
Deputy Clerk to the Court