

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 17, 2006

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement with the City of Pahokee for the period October 17, 2006, through October 17, 2009, in an amount not-to-exceed \$3,000,000 for funding of Pahokee Marina Improvements – Phase I.

Summary: This Interlocal Agreement provides funding for construction of Phase I of the Pahokee Marina Improvements project. Project elements include dredging of material from the marina basin, construction of a new approximately foot long breakwater, construction of Piers A and B, and installation of approximately 610 feet of new bulk heading. Funding is from the 2004 \$50 Million GO Waterfront Access bond referendum. District 6 (PK)

Background and Justification: On November 2, 2004, 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, and/or improvements to waterfront access in Palm Beach County. The County has approved proposed funding allocations for the \$50 Million Waterfront Access Bond.

The City of Pahokee is designing and constructing improvements to its Marina. The Lake Okeechobee Waterway is a vital component of the Intracoastal Waterway system. Connected by the St. Lucie Canal, the Lake Okeechobee Waterway serves as the only navigable passage across Florida. The Pahokee Marina serves the Lake Okeechobee Waterway and is a vital point for recreational and commercial vessels. The Marina Improvements project will result in the construction of a breakwater that will provide additional protection for the Marina basin and will provide bulk heading to provide additional upland stabilization allowing for the creation of additional marina slips. Phase I of the Marina Improvements project includes dredging, construction of the new breakwater, construction of Piers A and B, and installation of approximately 610 feet of new bulk heading.

The Interlocal Agreement has been executed by the City of Pahokee, and now needs to be approved by the Board of County Commissioners.

Attachment: Interlocal Agreement

Recommended by: 
Department Director

9/20/06
Date

Approved by: 
Assistant County Administrator

10/2/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>3,000,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>3,000,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
Budget Account No.: Fund 3038 Department 581 Unit P612
Object 8101 Program _____

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

\$50M GO Waterfront Access Bond 3038-581-P612-8101 \$3,000,000

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

Jim Doherty 9-26-06
OFMB
mg 9/25/06 PM 9-22-06
B. Legal Sufficiency:

Jim J. Jucoski 9/29/06
Contract Development & Control
B. Jucoski 9/28/06

This Contract complies with our
contract review requirements.

Paul F. Jucoski 10/2/06
Assistant County Attorney

C. Other Departmental Review:

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 PAHOKEE FOR FUNDING OF THE PAHOKEE MARINA
IMPROVEMENTS PROJECT – PHASE I**

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

WITNESSETH:

WHEREAS, MUNICIPALITY leases property located at 190 Lake Avenue in Pahokee under a long term lease with the State of Florida Board of Trustees of the Internal Improvement Trust Fund; and

WHEREAS, MUNICIPALITY desires to construct Phase I improvements to the Pahokee Marina, 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 2, 2004, 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 waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond; and

WHEREAS, the Project represents one such waterfront access 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 waterfront access 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 waterfront access 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 \$3,000,000 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 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 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 \$2,000,000 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$2,000,000.

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 Lillie J. Latimore, City Manager, City of Pahokee, 561-924-5534.

Section 1.06 MUNICIPALITY shall design and construct the Project upon property leased 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 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. 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 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 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 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 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. COUNTY shall not disburse any funds to MUNICIPALITY for the Project until MUNICIPALITY 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 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. 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 for those approved pre-agreement costs accruing to the Project subsequent to November 2, 2004, as more fully described in Exhibit "D", Pre-Agreement Cost List.

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 Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by MUNICIPALITY, and will not be eligible for reimbursement from COUNTY.

Section 3.07 COUNTY shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY's Chief Financial Officer or 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 Agreement.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the leased property of the MUNICIPALITY. 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 a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 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. 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 COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 MUNICIPALITY warrants that the Project shall serve a waterfront access 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 waterfront access 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 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 (acquisition/design/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 Pahokee
City Hall
171 North Lake Avenue
Pahokee, Florida 33476

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 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 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, judgments, 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.

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

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. 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 Section 255.05, Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement 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 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.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Masilotti, Chairman

ATTEST:

By: Patricia McLean
Clerk

CITY OF PAHOKEE

By: [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: _____
Municipality Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
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 Cost List (Not Applicable) |

EXHIBIT A

PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN, AND COST ESTIMATE

Project Description

The City of Pahokee is located on the shore of Lake Okeechobee in Palm Beach County, Florida. The population was 5,985 at the 2000 census. As of 2004, the population recorded by the U.S. Census Bureau is 6,459. According to the U.S. Census Bureau, the City has a total area of 5.5 miles, all land. There are approximately 1,710 households and 1,328 families residing in the City. The marine industry supports approximately 75 direct jobs in the City and supports several million in economic impact to on the poorest areas in Palm Beach County, Florida. It is estimated that approximately 350 persons locally rely directly on Lake Okeechobee for tourist and fishing related industries for their livelihood. Other than agriculture and its support businesses, Lake Okeechobee related business is the only other economic engine of the City.

The Lake Okeechobee Waterway is a vital component of the Intercoastal Waterway system. Connected by St. Lucie Canal, the Lake Okeechobee Waterway serves as the only navigable passage across Florida. The Pahokee City Marina & Campground (the "Pahokee Marina") is located in the Western Glades section of Palm Beach County Florida on the Eastern shore of Lake Okeechobee. The Pahokee Marina serves the Okeechobee Waterway that covers more than 173.9 miles from the East to the West coast of Florida. The Pahokee Marina is a vital access point for recreational and commercial vessels.

The Pahokee Marina was directly hit by the hurricanes of 2004 & 2005-- Frances, Jeanne, and Wilma -- which caused the Marina Basin and channel to be resilted, and the entire Marina to be destroyed. This project serves to construct a breakwater that will provide additional protection for the Marina basin; and bulk heading that will provide additional upland stabilization allowing for the creation of additional marina slips. Once complete, the Pahokee Marina will provide space for approximately 125 vessels 30' to 70' in length.

As the only Marina directly on the Lake Okeechobee Waterway, Pahokee is a vital location for vessels to access safe harbor, and obtain needed supplies and provisions. The Everglades Adventure Project will provide for, among other things (a) ongoing utilization of the future use of the Marina even during drought conditions, (b) continued expansion of the marine industry in the Glades, and (c) continued and ongoing public access through the creation of a more hurricane resilient facility.

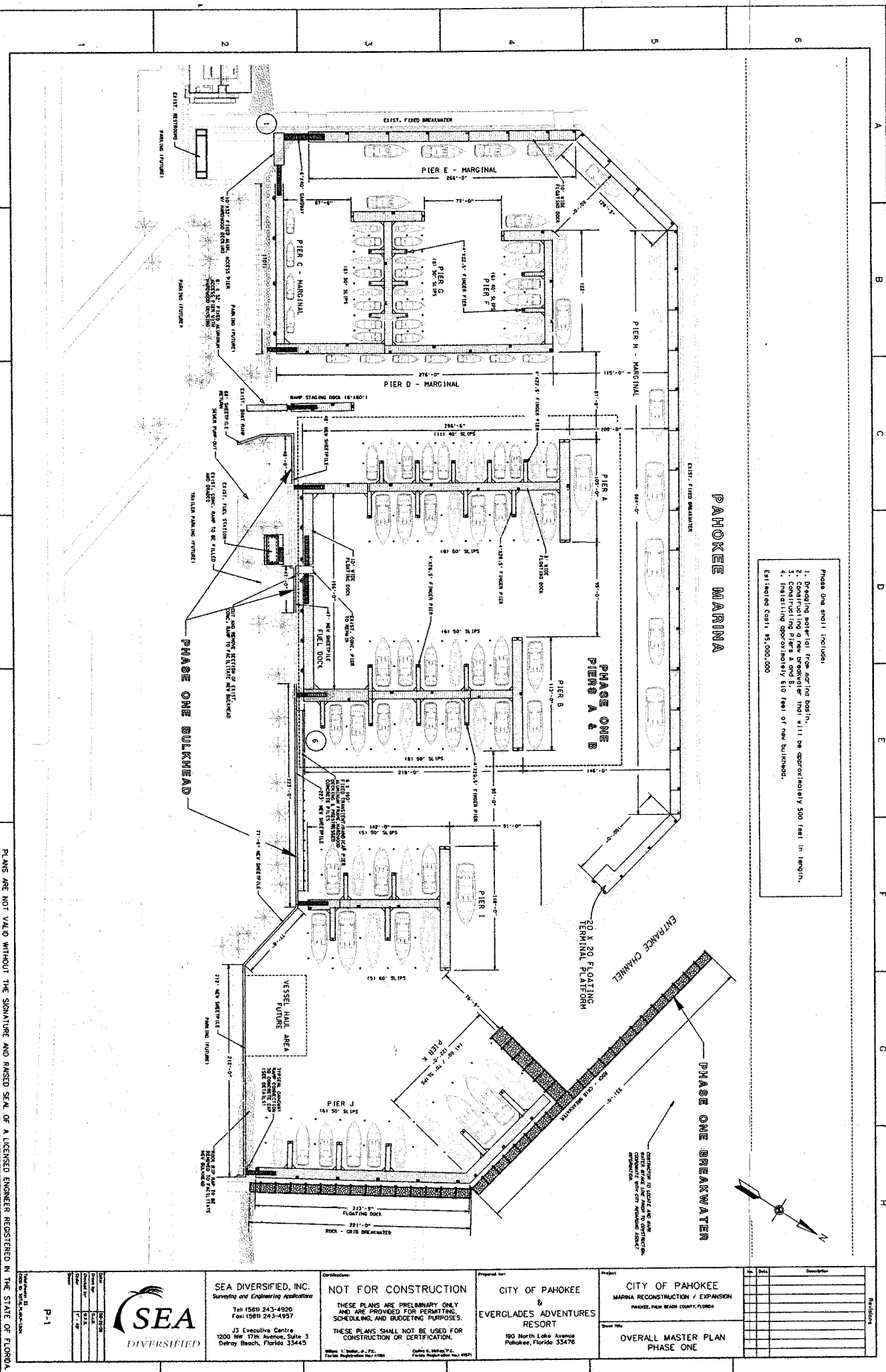


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Legal Description of the Leased Property

A parcel of land lying within the United States Levee Right-of-Way of Lake Okeechobee, said land situate in Section 13, Township 42 South, Range 36 East; and Section 18, Township 42 South, Range 37 East, City of Pahokee, Palm Beach County, Florida, and being more particularly described as follows:

Commencing at the Southeast corner of said Section 13: thence north 00 degrees 41' 02" west along the east line of said Section 13, a distance of 1954.38 feet to the point of beginning; thence south 56 degrees 56' 31" west, a distance of 1328.40 feet; thence north 33 degrees, 29' 54" west, a distance of 352.17 feet; thence north 58 degrees 49' 58" east along the shore line of said Lake Okeechobee, a distance of 1523.33 feet to a point on the said east line of Section 13 and the west line of said Section 18; thence continue along said line north 54 degrees 27' 10" east, a distance of 695.07 feet; thence south 32 degrees 53' 04" east, a distance of 334.56 feet; thence south 57 degrees 06' 09" west, a distance of 884.80 feet to a point on the said west line of Section 18 and the point of beginning of the herein described parcel.

Said parcel containing 16.49 acres, more or less.

Attachment B
Page 22 of 26 Pages
SALL NO. 000224016

Page 4 of 4
Amendment No. 1 to Lease No. 3471

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

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

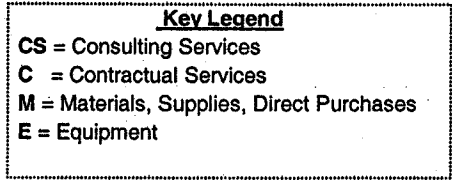


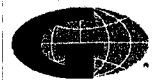
EXHIBIT C
(cont'd.)

Page of

EXHIBIT D

PRE-AGREEMENT COST LIST

NOT APPLICABLE



**CITY OF PAHOKEE
PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE SUMMARY
PROPERTY**

Policy Period: 10/1/2005 – 10/1/2006

Coverage Description: Property Insurance covers your interest against direct physical loss or damage by covered perils to property that you own or are required to insure.

Association \$500,000,000 Occurrence Limit is the maximum available for all members combined.

Limits	
Total Insurance Values:	\$19,199,340 Part of \$1,678,866,420 Total Insured Values
Blanket Limit:	\$19,199,340 Part of \$500,000,000 Each Occurrence Association Limit
Association Self Insured Retention:	\$200,000
Member Maintenance Deductible:	\$1,000
Wind Retention:	2% of the affected building values for a named storm. Minimum \$200,000(See Page 30 for an example)

Coverage Extensions Including But Not Limited to:

- Special
- No Coinsurance/Agreed Amount
- Flood Sub limit - \$50,000,000 Association Aggregate (Excess of the National Flood Insurance Program in Flood Zones "A" or "V")
- Earthquake Sub limit - \$50,000,000 Association Aggregate
- Replacement Cost: Building & Contents; Actual Cash Value - Automobiles
- \$2,000,000 Extra Expense & Business Interruption
- Increased Cost of Construction - Building Ordinance - Included
- Property in Transit Included
- Includes Owned Property in Course of Construction (Owner's Builders Risk)
- Electronic Data Processing
- Valuable papers and Accounts Receivable
- Inland Marine - Contractors Equipment



**CITY OF PAHOKEE
PUBLIC RISK MANAGEMENT OF FLORIDA
COVERAGE SUMMARY
PROPERTY (Continued)**

Coverage Extensions Including But Not Limited to:

- Employees Personal Property - \$1,000/\$25,000 Maximum
- Employees Tools - \$50,000- Subject to signed list of tools with their values, if more than \$5,000 per employee
- Fine Arts - \$100,000
- Automatic Coverage Remainder of Policy Term Up to \$5,000,000 - No Additional Premium
- Automatic Coverage for APD - No Mid-Term Adjustments

(This is a summary only. Members should refer to the actual policies for terms and conditions.)



**CITY OF PAHOKEE
PUBLIC RISK MANAGEMENT OF FLORIDA
AUTOMOBILE LIABILITY**

Policy Period: 10/1/2005 – 10/1/2006

Coverage Descriptions: Your legal liability that results from ownership, maintenance, use, loading or Unloading of a covered auto caused by an accident. Coverage also applies for physical damage to covered autos if described below.

- Florida No-Fault (Automobile)
- Automatic Coverage for Automobile Liability – No Mid-Term Adjustments

<u>Limits</u>	
Liability:	\$1,800,000 Excess of \$200,000 Association Self Insured Retention
Uninsured Motorist/Underinsured Motorists:	Not Covered
Personal Injury Protection (No Fault):	\$10,000
Medical Payments:	Not Covered
Physical Damage As Scheduled:	
• Other Than Collision:	ACV, \$200,000 Association Self Insured Retention and \$1,000 Member Maintenance Deductible
• Collision	ACV, \$200,000 Association Self Insured Retention and \$1,000 Member Maintenance Deductible



**CITY OF PAHOKEE
PUBLIC RISK MANAGEMENT OF FLORIDA
WORKERS' COMPENSATION**

Policy Period: 10/1/05-10/1/06

Coverage Description: Workers Compensation Insurance pays specific benefits, required by state law, to employees injured during the course and scope of their employment. Coverage A is Statutory Coverage B- Employers Liability, is for claims involving injured employees filed outside of the statutory Workers Compensation portion of the law.

Limits:	
Worker's Compensation:	Statutory excess \$500,000 Coverage Document excess \$500,000 Association Self Insured Retention
Employer's Liability:	\$1,500,000 per Occurrence/\$1,500,000 Annual Aggregate Excess of \$500,000 Association Self Insured Retention
Maintenance Deductible:	NIL

- Subject to audit. .442 x 2,587,535
- Subject to policy minimum premium \$11,437.00

(This is a summary only. Members should refer to the actual policies for terms and conditions.)



**CITY OF PAHOKEE
PUBLIC RISK MANAGEMENT OF FLORIDA
GENERAL LIABILITY**

Policy Period: 10/1/2005 – 10/1/2006

Coverage Descriptions: Your legal liability to members of the public for claims arising out of your premises, operations, products or completed operations. **Defense costs are in the policy limits.**

Limits	\$1,800,000 Excess of \$200,000 Association Self Insured Retention
Member Maintenance Deductible	NIL

Coverage Extensions Including But Not Limited to:

- Bodily Injury/Property Damage
- Mental Injury
- Mental Anguish
- Shock
- False Arrest
- False Imprisonment
- Detention
- Malicious Prosecution
- Invasion of Rights of Privacy
- Assault & Battery
- Blanket Contractual - Hold Harmless Agreements included for Governmental & Non-Governmental entities
- Includes Property in Care, Custody, & Control of City or County
- Host & Liquor Liability
- EMT/Paramedical covered
- Law Enforcement Activities
- Dams/Reservoirs Included

(This is a summary only. Members should refer to the actual policies for terms and conditions.)