

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 27, 2007

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: **A)** Interlocal Agreement with the City of Delray Beach for the period February 27, 2007, through February 26, 2010, in an amount not-to-exceed \$1,000,000 for funding of the Old School Square Parking Garage; **B)** Budget Transfer of \$500,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2005 to Delray Beach Old School Square Parking Garage; and **C)** Budget Transfer of \$500,000 within the Transportation Improvement Fund from District 4 Reserves to Delray Beach Old School Square Parking Garage.

Summary: This Agreement provides funding for construction of a parking garage at the intersection of Northeast 1st Street and Northeast 2nd Avenue in Delray Beach adjacent to the Old School Square Cultural Arts Center. Project elements include the construction of a four-story, five-level parking structure with restrooms. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum and the Transportation Improvement Fund. Districts 4 and 7 (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 recreational/cultural project.

Delray Beach is building a four-story, five-level parking garage with restrooms and 520 parking spaces for general public parking use as well as special events for both the City of Delray Beach and Old School Square. The parking garage will enable Old School Square to provide additional parking for its patrons and attendees, enhancing and enabling many to enjoy the cultural, recreational, and educational programs sponsored by Old School Square, Inc. and the City of Delray Beach. The parking garage includes a retail component which is excluded from the \$15,383,423 cost estimate for the public component of this project.

The project allocation is for \$1,000,000, with \$500,000 from the 2002 \$50 M Recreational and Cultural Facilities Bond referendum and \$500,000 from the Transportation Improvement Fund.


The specified completion date for construction and submission of reimbursement documentation for the project is February 27, 2010. The term of the Agreement is until February 26, 2039, which is the standard 30 year term for Bond Agreements. The Agreement has been executed by the City of Delray Beach, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. District 4 Authorization
3. Budget Transfers (2)

Recommended by: 
Department Director

1/30/07
Date

Approved by: 
Assistant County Administrator

2/9/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$1,000,000</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>\$1,000,000</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:

<u>\$25M GO 05 Parks & Cultural Imprvmts</u>		
3020-821-9817-9908	Reserves-New Projects	\$500,000
<u>Transportation Improvement Fund</u>		
3500-368-9114-9907	Reserves-Dist 4	\$500,000
	Total	\$1,000,000

C. Departmental Fiscal Review: cepelakis

III. REVIEW COMMENTS

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

Jim Oul 2-6-07
 OFMB
 2/5/07
 IDK mg
 2/1/07
 PM
 2-1-07

Jim J. Javaloff 2/7/07
 Contract Development & Control
 Done 2/7/07

B. Legal Sufficiency:
Paul F. J. 2/7/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Departmental Review:
R. D. Ward - Engineering 1/26/07

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF DELRAY BEACH FOR FUNDING OF THE OLD SCHOOL
SQUARE PARKING GARAGE**

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 Delray Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at the southwest corner of the intersection of Northeast 1st Street and Northeast 2nd Avenue in Delray Beach; and

WHEREAS, MUNICIPALITY desires to construct the Old School Square Parking Garage, hereinafter referred to as "the Project" at said location; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the construction of said project; and

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

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

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

WHEREAS, in addition to Bond funding, County capital project funding has also been identified to assist with this project; and

WHEREAS, MUNICIPALITY desires to operate and maintain the Project upon its completion; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement; and

WHEREAS, the parking garage when constructed will enable Old School Square to provide additional parking for its patrons and attendees, enhancing and enabling many to enjoy the cultural, recreational, and educational programs sponsored by Old School Square, Inc and the City of Delray Beach.

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 \$1,000,000. 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 and COUNTY capital project funding. 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 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 provide funding in an amount of \$14,383,423 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$14,383,423.

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 construction of the Project shall be Bob Barcinski, Assistant City Manager, Delray Beach, 561-243-7000.

Section 1.06 MUNICIPALITY shall construct the Project upon property owned by MUNICIPALITY as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 MUNICIPALITY shall utilize its procurement process for all 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 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 dispense 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 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 5, 2002, 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 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, 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 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. 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 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 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 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 Delray Beach
100 N.W. First Avenue
Delray Beach, FL 33444

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 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, 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.

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 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.

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: _____
Commissioner Addie L. Greene, Chairman *person*

ATTEST:
By: *Sharon R. Bock*
Clerk

CITY OF DELRAY BEACH
By: *Jeffrey...*
Mayor

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

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:
By: *Paul F. J...*
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**

Exhibit A

Project Description

THE PROJECT CONSISTS OF THE CONSTRUCTION OF A FOUR (4) STORY FIVE (5) LEVEL PARKING STRUCTURE ON A 1.33 ACRE SITE LOCATED AT THE SOUTHWEST CORNER OF NORTHEAST 1ST STREET AND NORTHEAST 2ND AVENUE ADJACENT TO THE OLD SCHOOL SQUARE CULTURAL ARTS CENTER IN DELRAY BEACH, FLORIDA. THE STRUCTURE WILL INCLUDE APPROXIMATELY 520 PARKING SPACES FOR GENERAL PUBLIC PARKING USE AS WELL AS SPECIAL EVENT PARKING. THE GROUND FLOOR RETAIL COMPONENT OF THE STRUCTURE IS EXCLUDED FROM THE INTERLOCAL FUNDING AGREEMENT.

Exhibit A Site Plan / Ground Floor Plan

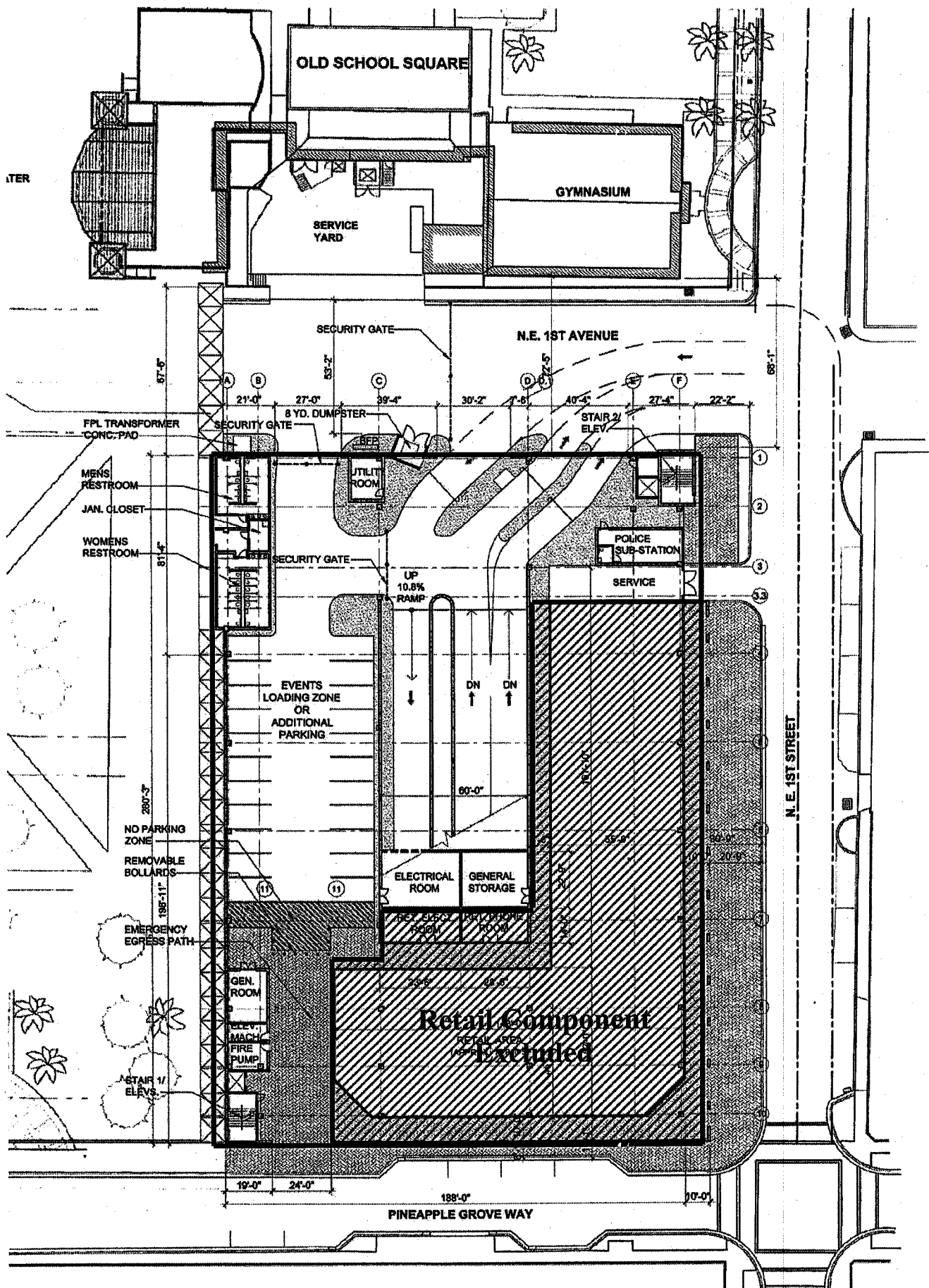
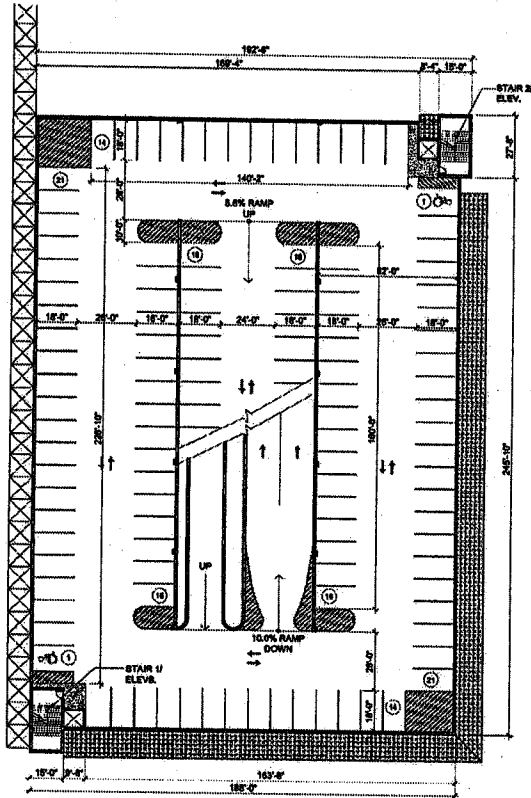


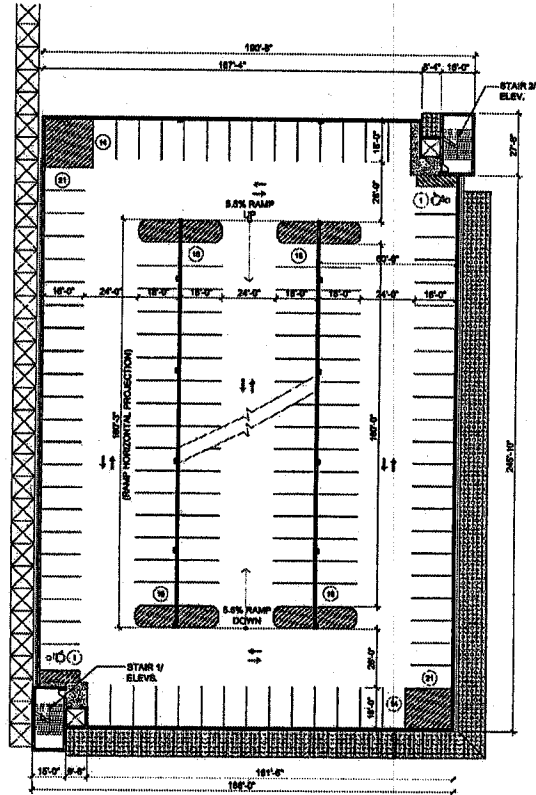
Exhibit A

Site Plan / Upper Floor Plans



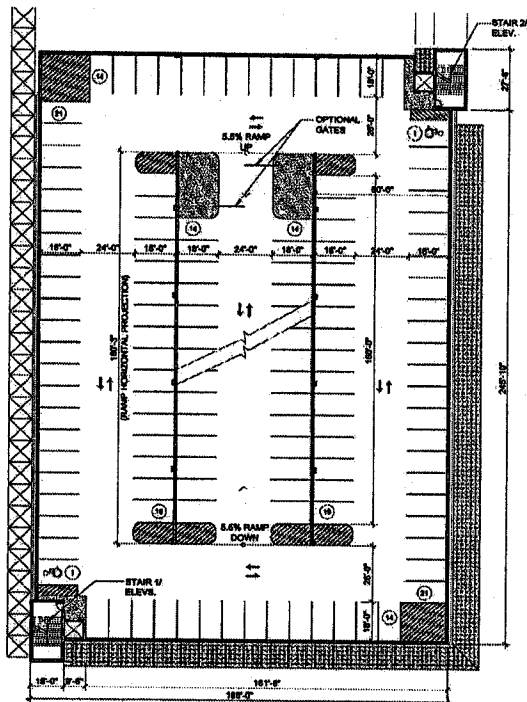
2ND FLOOR - OPTION 13
 ELEV: 18'-0"
 TOTAL 2ND FLOOR AREA: 38,933 SF.
 VERTICAL CIRCULATION: 1010 SF.
 RAMP: 11,175 SF.

PARKING:
 STANDARD: 102 SPACES
 HANDICAPED : 2 SPACES
 TOTAL AT RAMP: 32 SPACES
 TOTAL THIS FLOOR: 136 SPACES



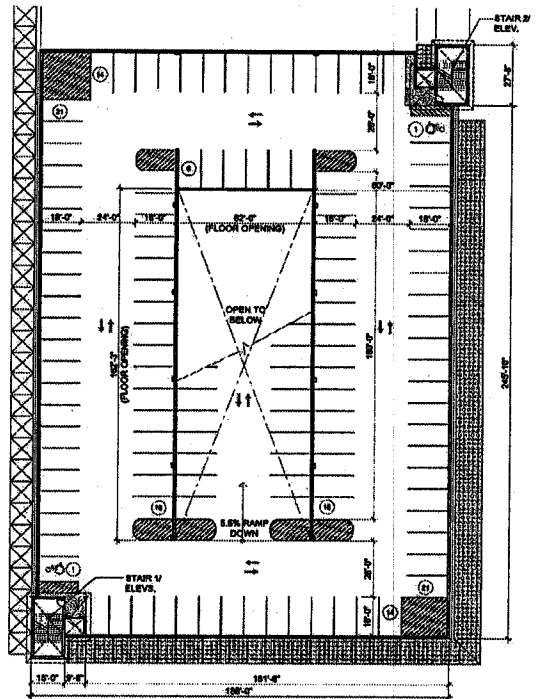
3RD FLOOR - OPTION 13
 ELEV: 28'-0"
 TOTAL 3RD FLOOR AREA: 37,938 SF.
 VERTICAL CIRCULATION: 1010 SF.
 RAMP: 11,175 SF.

PARKING:
 STANDARD: 102 SPACES
 HANDICAPED : 2 SPACES
 TOTAL AT RAMP: 32 SPACES
 TOTAL THIS FLOOR: 136 SPACES



4TH FLOOR - OPTION 13
 ELEV: 38'-0"
 TOTAL 4TH FLOOR AREA: 37,938 SF.
 VERTICAL CIRCULATION: 1010 SF.
 RAMP: 11,175 SF.

PARKING:
 STANDARD: 102 SPACES
 HANDICAPED : 2 SPACES
 TOTAL AT RAMP: 28 SPACES
 TOTAL THIS FLOOR: 132 SPACES



5TH FLOOR - OPTION 13
 ELEV: 28'-0"
 TOTAL 5TH FLOOR AREA: 39,054 SF.
 VERTICAL CIRCULATION: 1010 SF.
 RAMP: N/A

PARKING:
 STANDARD: 108 SPACES
 HANDICAPED : 2 SPACES
 TOTAL AT RAMP: N/A
 TOTAL THIS FLOOR: 110 SPACES

Exhibit A

Project Cost Estimate

CONSTRUCTION MANAGER'S FEE	\$ 2,096,665
GENERAL CONDITIONS, BONDS, INSURANCE	\$ 982,023
SITE WORK	\$ 582,571
BUILDING CONSTRUCTION (Excluding retail component)	\$10,224,780
EQUIPMENT	\$ 1,184,787
CONTINGENCY	<u>\$ 312,597</u>
<u>TOTAL PROJECT COST</u>	<u>\$15,383,423</u>

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Exhibit B
Legal Description

ALL OF LOTS 7 AND 8 AND A PORTION OF LOTS 1,2,3, AND 9, AND A PORTION OF THE 16 FOOT ALLEY RIGHT OF WAY, ALL WITHIN BLOCK 76, MAP OF THE TOWN OF LINTON, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1 AT PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 7, BLOCK 76, MAP OF THE TOWN OF LINTON, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, AT PAGE 3, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S00°00'00"W ALONG THE EAST LINE OF SAID LOTS 7,8, AND 9 FOR A DISTANCE OF 210.03 FEET; THENCE N89°06'47"W ALONG A LINE PARALLEL WITH AND 210.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID BLOCK 76, FOR A DISTANCE OF 276.01 FEET; THENCE N00°00'00"E ALONG A LINE PARALLEL WITH AND 10 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF LOTS 3,2, AND 1 OF SAID BLOCK 76 FOR A DISTANCE OF 210.03 FEET; THENCE S89°06'47"E ALONG THE NORTH LINE OF LOTS 1 AND 7, OF SAID BLOCK 76 FOR A DISTANCE OF 276.01 FEET TO THE POINT OF BEGINNING; LESS THAT PORTION OF THE PARKING STRUCTURE DESIGNATED ON ATTACHED EXHIBIT B.1, SITE PLAN / GROUND FLOOR PLAN, AS RETAIL AREA, RETAIL ELECTRICAL ROOM AND RETAIL PHONE ROOM INCLUDING ADJACENT CONTIGUOUS WALKWAYS.

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: _____

Check or Voucher

Invoice

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

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

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

Administrator

Date

Financial Officer

Date



Key Legend

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

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

**EXHIBIT C
 (cont'd.)**

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

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

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

_____ Administrator _____ Date

_____ Financial Officer _____ Date

EXHIBIT D

PRE-AGREEMENT COST LIST

NOT APPLICABLE

Exhibit D
Pre-Agreement Costs

THERE ARE NO PRE-AGREEMENT COSTS.



STATE NATIONAL INSURANCE CO.

CERTIFICATE OF INSURANCE

DATE ISSUED: 12/1/06

<p>PRODUCER Arthur J. Gallagher & Co 2255 Glades Road Suite 400 E. Boca Raton, FL 33431</p> <p>INSURED City of Delray Beach 100 Northwest 1st Ave. Delray Beach, FL 33444</p>	<p>This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate <i>DOES NOT</i> amend, extend or alter the coverage afforded by the policies below.</p> <p style="text-align: center;"><i>COMPANIES AFFORDING COVERAGE</i></p> <p>COMPANY (A) <u>STATE NATIONAL INSURANCE COMPANY</u></p> <p>COMPANY (B) _____</p> <p>COMPANY (C) _____</p> <p>COMPANY (D) _____</p>
--	--

COVERAGES
This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	MDB 02669 32	10/01/06	10/01/07	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person)	SEE BELOW
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	MDB 02669 32	10/01/06	10/01/07	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE	SEE BELOW
A	<input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	MDB 02669 32	10/01/06	10/01/07	EACH OCCURRENCE AGGREGATE	\$1,000,000. \$2,000,000.
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	MDB 02669 32	10/01/06	10/01/07	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE	Statutory

XXXX - POLICY SUBJECT TO A \$500,000 per occurrence S.I.R.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS - All operations usual to a normal City Government including Palm Beach County as additional insured but only to the extent of indemnity provisions of the applicable contract and only to the extent allowed by F.S. 768.28 with respects to Interlocal Funding for Old School Square Parking Garage.
All other terms and conditions of policy remain unchanged.

CERTIFICATE HOLDER

Palm Beach County
2700 6th Ave. South
Lake Worth, FL 33461
Dennis Eshleman, Parks & Recreation
Director

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized signature:
Sandra M. Donaghy

Meadowbrook Insurance Group

ACORD CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY)
11/29/06

PRODUCER
Arthur J. Gallagher & Co. - Florida 1-305-592-6080
Arthur J. Gallagher Risk Management Services (Miami)
8200 N.W. 41st Street
Suite 200
Miami, FL 33166

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

INSURED
City of Delray Beach

100 NW 1st Avenue

Delray Beach, FL 33444

COMPANIES AFFORDING COVERAGE	
COMPANY A	Princeton Excess & Surplus Lines Ins
COMPANY B	
COMPANY C	
COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD	GLA3EX000002502	10/01/06	10/01/07	BUILDING PERSONAL PROPERTY BUSINESS INCOME EXTRA EXPENSE BLANKET BUILDING BLANKET PERS PROP <input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$ 925,000 \$ \$
	<input type="checkbox"/> INLAND MARINE TYPE OF POLICY CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER					\$ \$ \$ \$ \$
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					\$ \$ \$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
Reference: Interlocal funding for Old School Square Parking Garage

SPECIAL CONDITIONS/OTHER COVERAGES
City Relies on FS768.28. Self Insured Retention \$75,000
Subject to policy terms, conditions, limitations, and exclusions.

CERTIFICATE HOLDER

Palm Beach County
Parks and Recreation Director
Attn: Dennis Eshleman
2700 6th Ave. South

Lake Worth, FL 33461

ACORD 24 (1/95) joysch
5249405

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 90 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*

© ACORD CORPORATION 1995

From: Kate Scott
To: Lee, Tammy
Date: 1/25/2007 3:22:51 PM
Subject: Re: Fwd: Old School Square Parking Garage

Tammy,
Authorization from Commissioner McCarty, per your request.

Freddie, Admin. Assistant

>>> "Mary McCarty" <marymccarty@mycingular.blackberry.net> 1/25/2007 11:09 AM >>>

Yes.

-----Original Message-----

From: "Kate Scott" <KFScott@co.palm-beach.fl.us>
Date: Thu, 25 Jan 2007 10:27:50
To: <marymccarty@adelphia.net>
Subject: Fwd: Old School Square Parking Garage

Mary,
Request for your authorization, regarding the allocation of \$500,000 of Gas Tax Funds for this project.
Tks.

kfs

>>> Tammy Lee 1/25/2007 10:23 AM >>>

Hi Freddie -

I just received a copy from Bob Ward of a Parks board item for the 2/27/07 meeting using \$500,000 of the Commissioner's gas tax funds for the Old School Square Parking Garage. Would you please confirm the Commissioner's approval for those funds.

Thanks.
Tammy.

07-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 581 012607*897

FUND 3020 - 25M GO 05, Parks & Cultural Imprvmts

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/24/07	REMAINING BALANCE
<u>Delray Beach Old School Square Parking Garage</u>								
3020-581-P582-8101	Contributions Othr Govtl Agency	0	0	500,000		500,000	0	500,000
<u>Reserves - Fund 3020</u>								
3020-821-9817-9908	Res- New Projects	15,840,445	9,280,445		500,000	8,780,445	0	8,780,445
TOTAL				<u>500,000</u>	<u>500,000</u>			


Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 1/30/07

By Board of County Commissioners
At Meeting of
February 27, 2007
Deputy Clerk to the Court

07-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 360 012907*904

FUND 3500 - Transportation Improvement

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/24/07	REMAINING BALANCE
Delray Beach Old School Square Parking Garage								
3500-581-P582-8101	Contributions Othr Govtl Agency	0	0	500,000		500,000	0	500,000
Reserve for District 4								
3500-368-9114-9907	Res- Future Construction	2,625,107	2,249,994		500,000	1,749,994	0	1,749,994
TOTAL				<u>500,000</u>	<u>500,000</u>			

Signatures

Date

By Board of County Commissioners
At Meeting of
February 27, 2007
Deputy Clerk to the Court

Engineering and Public Works
INITIATING DEPARTMENT/DIVISION

R. J. Ward 1/26/07

Administration/Budget Department Approval

OFMB Department - Posted

