

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

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

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

Riviera Beach Marina	3038-581-P614-8201	\$3,475,000
Reserves	3038-821-9824-9908	\$25,000
Currie Park Boat Ramp Expansion	3038-581-P609-8201	<u>\$1,500,000</u>
		<u>\$5,000,000</u>

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Handwritten signature] 2/23/07
 OFMB Contract Development and Control
[Handwritten signature] 2/23/07

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Handwritten signature] 2/26/07
 Assistant County Attorney

At the time of ADC's review, the contract was not executed, and there was no proof of insurance.

C. Other Department Review:

[Handwritten signature]
 Department Director

This summary is not to be used as a basis for payment.

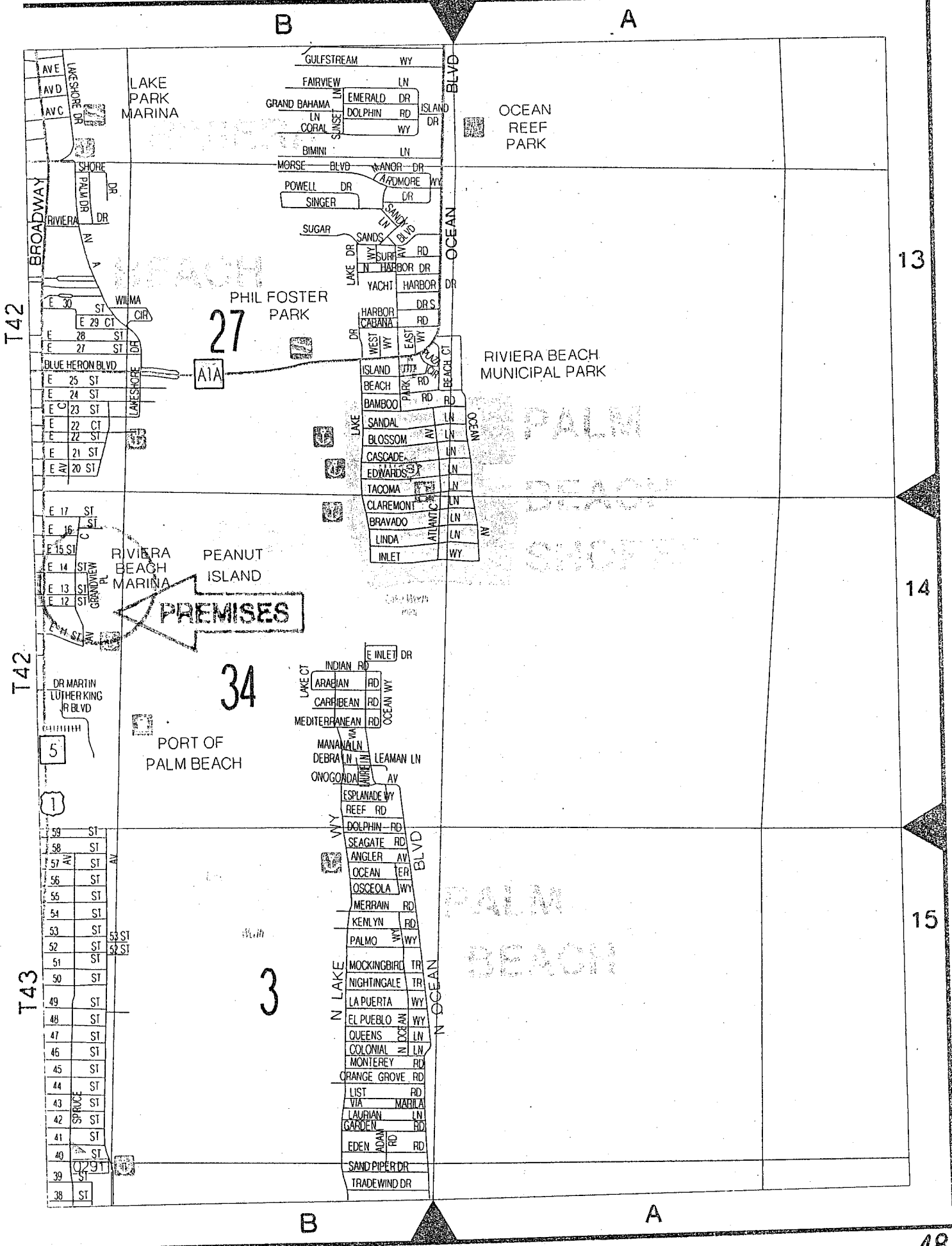
Background and Justification continued:

The Tri Party Agreement with the City and Lockheed Martin is being presented as a companion item. The attached Staff report provides details on the previously approved funding allocations for the \$50 Million Waterfront Access Bond and the status of the various projects.

The Riviera Beach Municipal Marina is a vital component of the public's water front access for all of Palm Beach County. The area is a gathering place for a wide variety of users, from kayakers, scuba divers, anglers, boaters, visitors to Peanut Island and people just enjoying the view. The City of Riviera Beach is currently in the process of designing improvements to its Marina.

The city historically has not invested sufficient funding into its Marina. Currently, water and electric systems servicing the docks and wet slips are in a state of disrepair. In addition, the concrete slab of the dry storage building is in disrepair. As its physical condition continues to deteriorate, the probability increases that the City will decide that it is no longer financially feasible to operate the Marina. With the County's funding, the City will be in position to substantially improve the physical condition of the existing Marina facilities, upgrade portions thereof and add 45 new slips. Once the Marina has been restored and improved, the City should be able to maintain the Marina using Marina operating revenues.

The City must continue to operate the Marina as a public marina for public use for a period of 30 years. The County's funding will be provided on a reimbursement basis and can be utilized only for authorized components of the overall project.



LOCATION MAP

77

BOND PROCEEDS \$50M GO WATERFRONT ACCESS BOND

Bond Proceeds	\$ 50,000,000
Sunshine pool Loan	\$ 6,000,000
Cost of Issuance	\$ (525,000)
Total	<u>\$ 55,475,000</u>

BCC Approved Project Funding Allocations :

<u>Name</u>	<u>Status</u>	<u>Allocations</u>
1 Palm Beach Yacht Center	Completed. Development rights acquired.	\$14,000,000
2 Sailfish Marina	Completed. Development rights acquired.	\$15,000,000
3 Belle Glade Marina	County offered funding to City and recent discussions were held with the City. Belle Glade has recently developed a proposed scope of work and cost estimates.	\$3,000,000
4 Bert Winters Park	Project in design phase.	\$1,500,000
5 Boynton Beach Marina CRA	Completed. Public access easement and restrictive covenant acquired over entire marina.	\$2,000,000
6 Boynton Jaycees Park Boat Docks	Permitting is in process on phase I ; parking and infrastructure.	\$500,000
7 Burt Reynolds Park	Upland improvements to begin January 07 with staging docks to follow in March 07.	\$300,000

8 Currie Park Boat Ramp Expansion	\$1.5M initially allocated by BCC. City of West Palm Beach is not supporting expansion of boat ramp. Developer and resident opposition is expected. Staff recommends that funding be reallocated to Riviera Beach Marina.	\$0
9 Delray Beach Obidacian Boat Ramps	An additional \$1M has previously been allocated from 2002 Cultural & Recreational Bond for a total of \$2M. Design has been completed and construction is anticipated to be bid first quarter of 2007.	\$1,000,000
10 Dubois Park Marina	Negotiations in progress with Dubois family for 1.1 acre parcel. \$2.5M FCT matching grant has been received. The sellers latest offer price of \$8M exceeds the appraised value of \$2.4M making it unlikely settlement will be reached. Parks is recommending that all funds not used for land acquisition be used for reconstruction/improvement of the existing marina. Interest allocated to this project by Parks would increase funding to \$3.5 M.	\$2,700,000
11 Moroso Park Boat Ramp	Zoning approvals secured. Construction scheduled to begin July 2007. Budget reduced by \$400,000 to fund Lockheed Martin Fishing Pier. Balance of project cost to be funded out of existing project budget.	\$2,600,000
12 Pahokee Marina	Interlocal agreement was approved by BCC Oct 2006. Construction has commenced.	\$3,000,000

13 Riviera Beach Marina Renovations	\$4M was allocated by BCC to this project. \$525,000 costs of issuance deducted from this project. Additional \$1.525 M is recommended to restore original budget and enable construction of 45 additional boat slips. Staff recommends that \$1.5 M be reallocated to this project from Currie Park Boat Ramp Project and \$25,000 from reserves (interest). Consultants are working on design.	\$5,000,000
14 Waterway Park Boat Ramp	Site plan and environmental permitting in progress.	\$2,500,000
15 Lockheed Martin Fishing Pier	Tri-party Agreement to be presented to the Board for approval on February 27, 2007. Funding will come from \$3M allocated to Moroso Park project.	\$400,000
16 Phil Foster Park Marina	\$1M was initially allocated for landside improvements to support Mooring Fields project. Additional \$1M was allocated for design of the marina. Consultant selection for the feasibility analysis and conceptual design is in process.	\$2,000,000
Total		\$ 55,500,000

The \$25,000 difference will be covered by the transfer from reserves (bond interest).

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE EXPANSION AND
RENOVATION OF THE RIVIERA BEACH MARINA**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, 2007 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 200 E 13 Street in Riviera Beach; and

WHEREAS, MUNICIPALITY desires to construct additional docks, boat slips and restroom facilities at the Expansion and Renovations of the Riviera Beach 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 shall reimburse MUNICIPALITY a total amount not to exceed Five Million Dollars (\$ 5,000,000) for the design and 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 **Exhibits "A", "B" and "C" respectively**. 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 useful life beyond one year.

Section 1.04 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, (561-966-6600). MUNICIPALITY's representative during the acquisition/design/construction of the Project shall be Douglas Mason, Director Riviera Beach Marina, Riviera Beach, (561- 842-7806).

Section 1.05 MUNICIPALITY shall design/construct the Project upon property owned by MUNICIPALITY as more fully described in **Exhibit "D"** attached hereto and made a part hereof.

Section 1.06 MUNICIPALITY shall utilize its procurement process for all design/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 Project description, conceptual site plan and cost estimate attached hereto as Exhibits "A," "B" and "C" respectively 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 shall complete the Project and open same to the public for its intended use within twenty-four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY no later than twenty-one (21) months after the date of execution of this Interlocal Agreement by the parties hereto, 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 every 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, as determined upon receipt of bids for construction thereof, 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 "E"**. 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 Project completion 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 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 3.06 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 Mayor, Chief

Financial Officer or independent auditor that MUNICIPALITY has expended its entire share of Project funding. COUNTY shall rely on that certification to 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 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 as a part of the larger Marina as a public marina for 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 ceases to operate the Marina as a public marina or transfers ownership of all or any material part of the Marina or 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, MUNICIPALITY shall reimburse county for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the Marina or 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 Marina or 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 public 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 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 (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:

William E. Wilkins, City Manager
City of Riviera Beach
City Hall
600 West Blue Heron
Riviera Beach, Florida 33404

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 and recorded in the Public Records of Palm Beach County, Florida.

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.

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 as "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.

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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

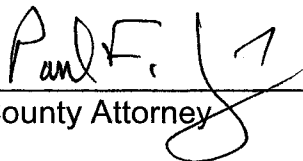
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS


By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By:  _____
County Attorney

By:  _____
Dennis L. Eshleman, Director
Parks and Recreation Department

WITNESSES:

CITY OF RIVIERA BEACH

Signature

By: _____
Mayor

Print Name

Signature

Print Name

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Municipality Attorney

LIST OF EXHIBITS

EXHIBIT "A"	PROJECT DESCRIPTION
EXHIBIT "B"	CONCEPTUAL SITE PLAN
EXHIBIT "C"	COST ESTIMATE
EXHIBIT "D"	LEGAL DESCRIPTION OF PROPERTY
EXHIBIT "E"	CONTRACT PAYMENT REQUEST FORM (PAGE 1 OF 2) AND CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM) (PAGE 2 OF 2)

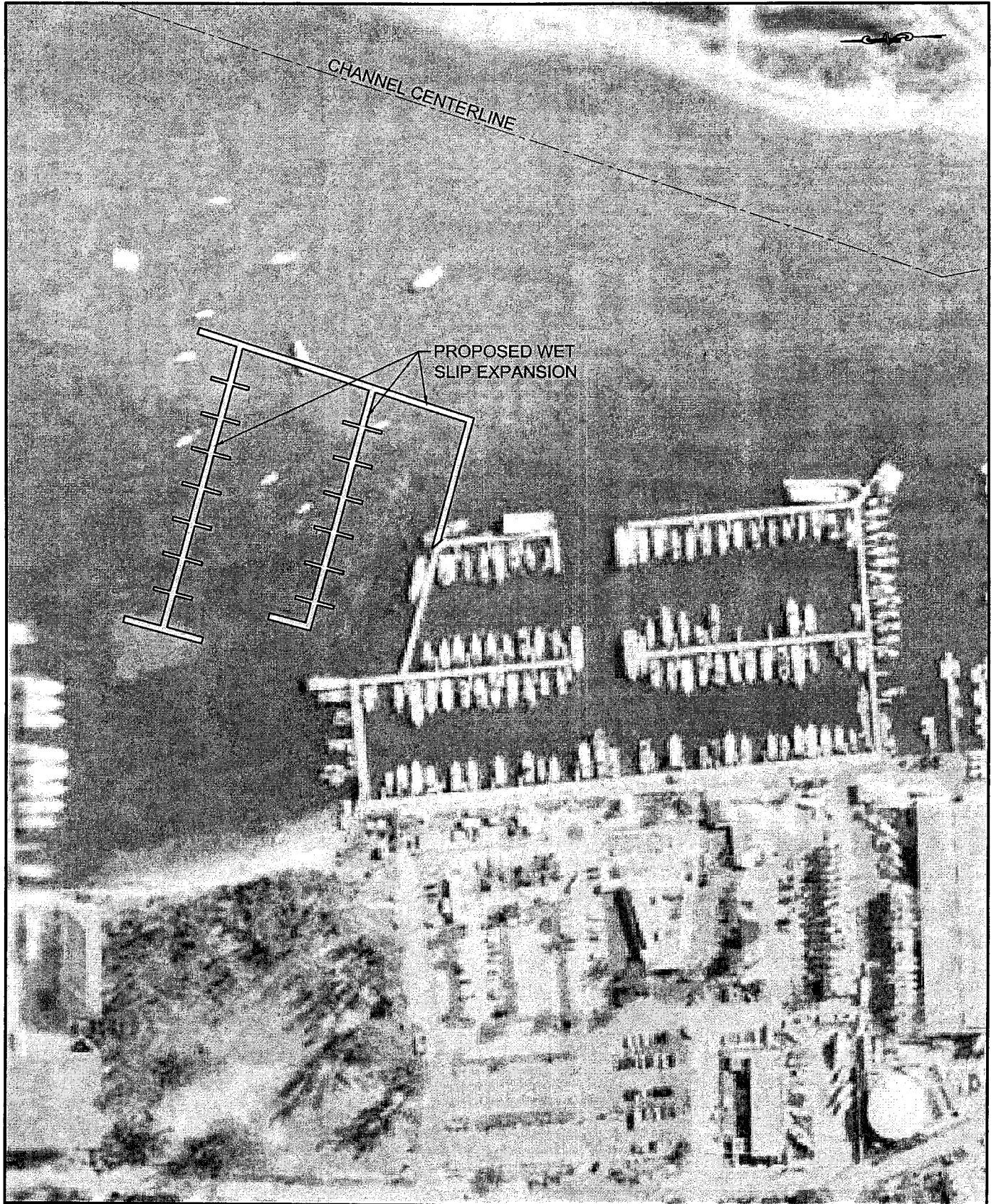
EXHIBIT "A"
PROJECT DESCRIPTION



EXHIBIT "A"

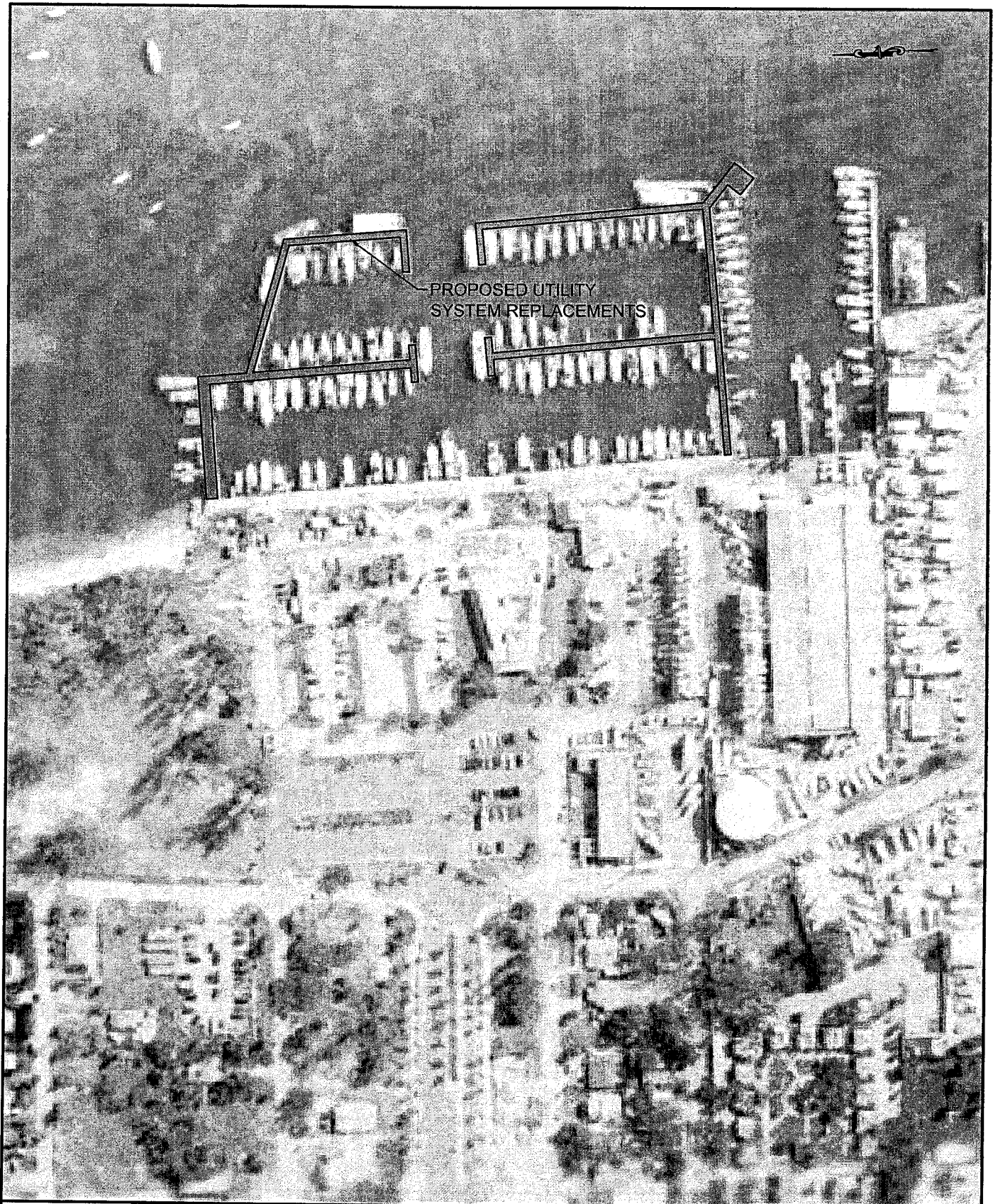
PROJECT DESCRIPTIONS



No.	Designation	Description
1	Wet Slip Expansion	<i>This project involves adding 40-50 new slips on the northern end of the marina with approximately 500 feet of docking space and associated amenities. It is envisioned that the slips could be sized to accommodate vessels up to 40 feet in length. This berthing capacity expansion project will enable more boaters to make use of the waterfront area.</i>
2	Parking Lot Beautification/Expansion	<i>This project involves upgrading/beautifying the existing marina parking area as well as providing new parking facilities flanking 13th Street between Avenue C and US Highway No. 1. It is envisioned that at as many as 80 new parking stalls could be provided. This parking capacity expansion and landscaping improvement project will make the waterfront area more attractive and easier to access.</i>
3	Public Restroom and Laundry Facility Improvements	<i>This project involves improving and adding public restroom and laundry facilities in areas adjacent to the marina office building and the restaurant facility. It is envisioned that the expansions/upgrades could encompass up to 3,000 SF of total space for the two locations. The project will improve the quality of the overall waterfront area experience for the public and help encourage repeat visits.</i>
4	Dock Facility Mechanical/Electrical/Plumbing System Replacement	<i>This project involves replacing the utility services to the existing wet slips including water, power and communication/data. The utilities currently run underneath the dock structures and the support racks have corroded in many locations. The systems also need to be upgraded to meet current code requirements. The project will help assure continuity of utility service thereby providing a more positive experience to boaters docked at the waterfront.</i>
5	Fuel Tank Replacement with High-Speed Pump/Dispenser	<i>This project involves replacing the existing underground diesel fuel storage tanks and providing a new high-speed pump and dispenser at the boat fueling dock. The project is necessary to meet current state regulations and will help provide a more positive experience to boaters using the marina by allowing for quicker and more efficient refueling operations.</i>

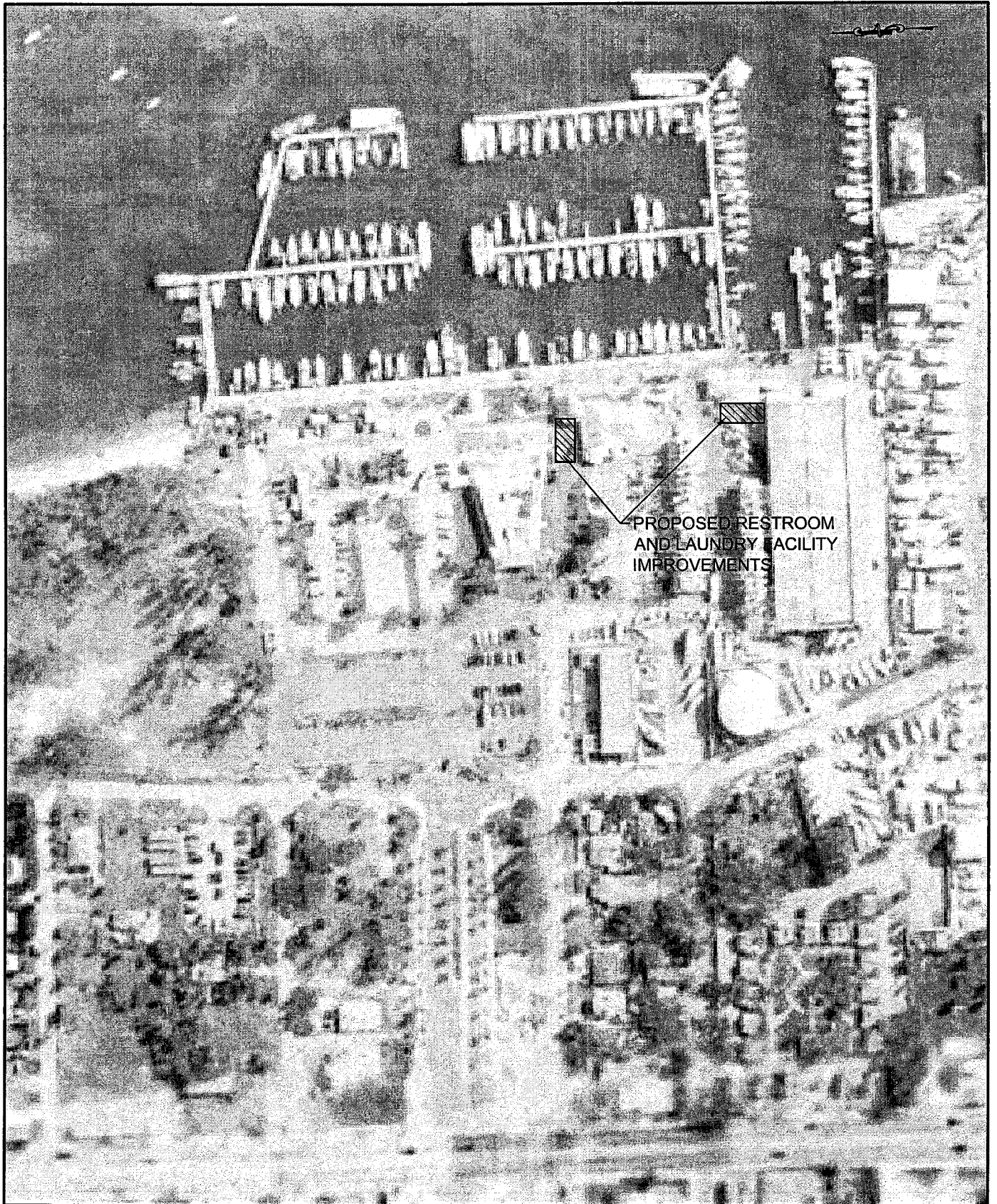
EXHIBIT "B"
CONCEPTUAL SITE PLAN





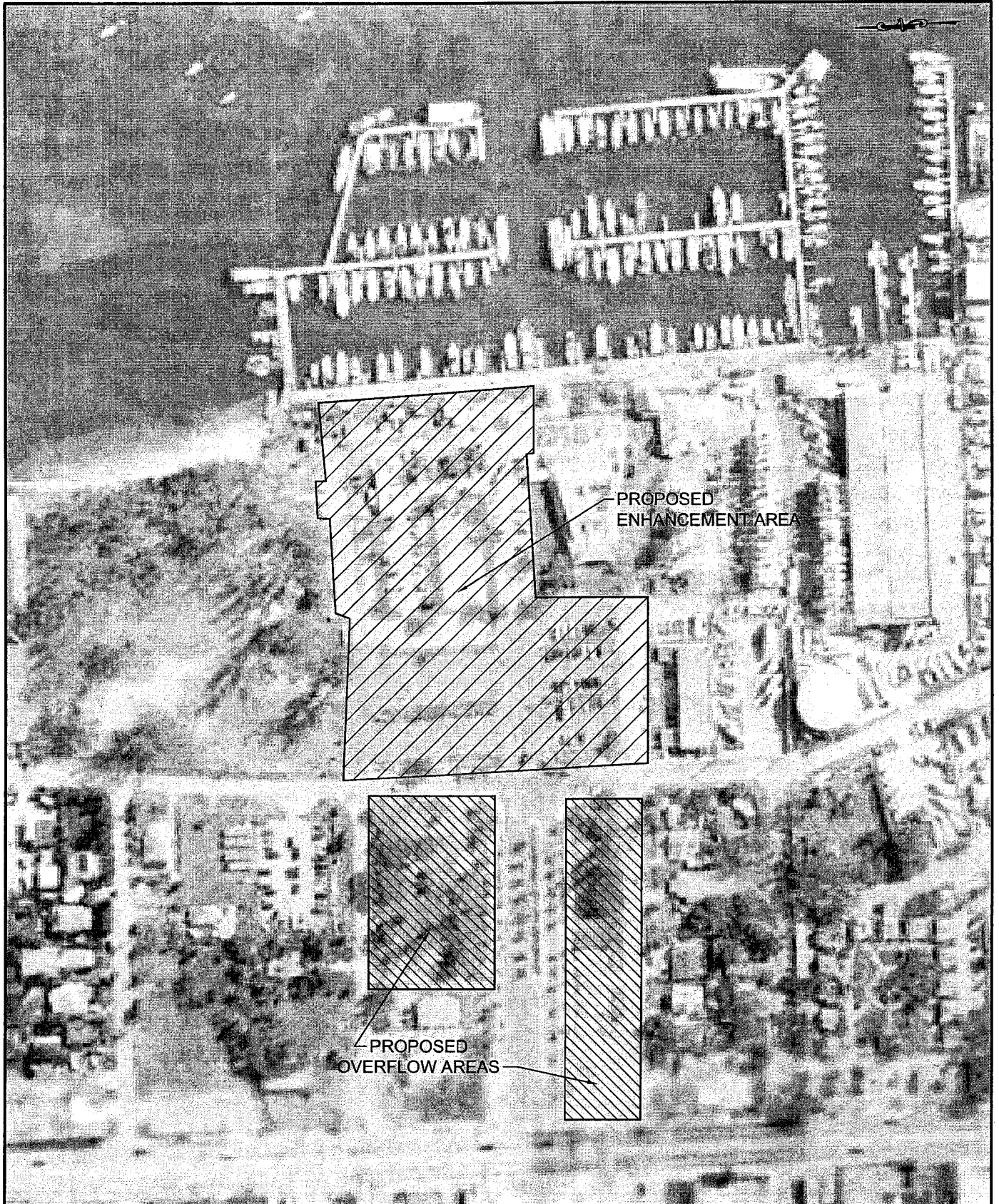
 <p>CITY OF RIVIERA BEACH 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404</p>	<p>MARINA FACILITY IMPROVEMENTS CITY OF RIVIERA BEACH - PALM BEACH COUNTY</p>	<p>EXHIBIT "B" CONCEPTUAL SITE PLAN</p>
 <p>JORDAN JONES & GOULDING</p>	<p>WET SLIP EXPANSION</p>	<p>DATE : SCALE : 1" = 160' JOB NO.: 02450.001</p>




 <p>CITY OF RIVIERA BEACH 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404</p>	<p>MARINA FACILITY IMPROVEMENTS CITY OF RIVIERA BEACH - PALM BEACH COUNTY</p>	<p>EXHIBIT "B" CONCEPTUAL SITE PLAN</p>
 <p>JORDAN JONES & GOULDING</p>	<p>DOCK FACILITY MECHANICAL/ ELECTRICAL/ PLUMBING SYSTEM REPLACEMENT</p>	<p>DATE : SCALE : 1" = 160' JOB NO.: 02450.001</p>



 CITY OF RIVIERA BEACH 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404	MARINA FACILITY IMPROVEMENTS CITY OF RIVIERA BEACH - PALM BEACH COUNTY	EXHIBIT "B" CONCEPTUAL SITE PLAN
 JORDAN JONES & GOULDING	PUBLIC RESTROOM AND LAUNDRY FACILITY IMPROVEMENTS	DATE : SCALE : 1" = 160' JOB NO.: 02450.001




 CITY OF RIVIERA BEACH
 600 W. BLUE HERON BLVD.
 RIVIERA BEACH, FLORIDA 33404

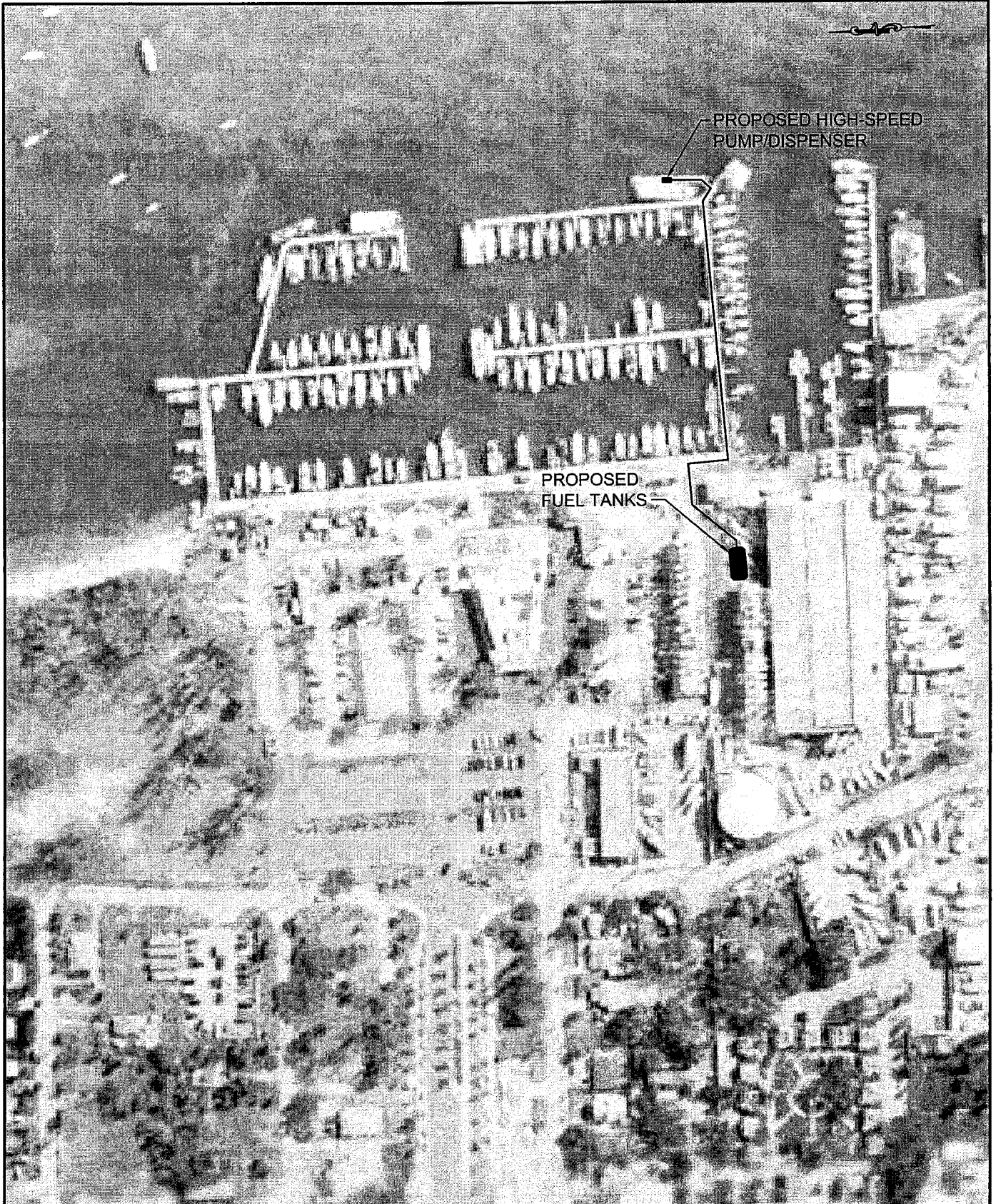
MARINA FACILITY IMPROVEMENTS
 CITY OF RIVIERA BEACH - PALM BEACH COUNTY

EXHIBIT "B"
 CONCEPTUAL SITE PLAN


**JORDAN
 JONES &
 GOULDING**

**PARKING LOT
 BEAUTIFICATION/EXPANSION**

DATE :
 SCALE : 1" = 160'
 JOB NO.: 02450.001





 <p>CITY OF RIVIERA BEACH 600 W. BLUE HERON BLVD. RIVIERA BEACH, FLORIDA 33404</p>	<p>MARINA FACILITY IMPROVEMENTS CITY OF RIVIERA BEACH - PALM BEACH COUNTY</p>	<p>EXHIBIT "B" CONCEPTUAL SITE PLAN</p>
 <p>JORDAN JONES & GOULDING</p>	<p>FUEL TANK REPLACEMENT WITH HIGH-SPEED PUMP/DISPENSER</p>	<p>DATE : SCALE : 1" = 160' JOB NO.: 02450.001</p>

EXHIBIT "C"
COST ESTIMATE

EXHIBIT "C"
COST ESTIMATE

No.	Project	Order of Magnitude Cost Estimate
1	Wet Slip Expansion	\$2,500,000.00
2	Parking Lot Beautification/Expansion	\$300,000.00
3	Public Restroom and Laundry Facility Improvements	\$1,000,000.00
4	Dock Mechanical/Electrical/ Plumbing System Replacement	\$1,000,000.00
5	Fuel Tank Replacement with High-Speed Pump/ Dispenser	\$200,000.00
-	Total	\$5,000,000.00

EXHIBIT "D"

LEGAL DESCRIPTION OF PROPERTY

LAND DESCRIPTION

BEING THE FOLLOWING PARCELS OF LAND LYING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, STATE OF FLORIDA MORE AND PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I

BEING THE PARCEL KNOWN AS THE "HEMCROFT TRACT" AND SHOWN ON PLAT BOOK 2, PAGES 90 AND 91, AND ALSO RECORDED IN DEED BOOK 787, PAGE 233, AND DEED BOOK 787, PAGE 249, DESCRIBED AS FOLLOWS:

THAT CERTAIN PARCEL OF LAND DESIGNATED ON THE PLAT OF RIVIERA BEACH SHOWN ON PLAT BOOK 2 AT PAGES 90 AND 91 OF THE PUBLIC RECORDS OF PALM BEACH, FLORIDA, DESIGNATED AS "PARK" LYING EAST OF GRANDVIEW PLACE NORTH, AND FRONTING ON LAKE WORTH, BOUNDED ON THE NORTH BY NORTH AVENUE AND ON THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH BOUNDARY LINE OF HOUND AVENUE; TOGETHER WITH ALL THEIR RIGHT, TITLE AND INTEREST IN THE EASTERN TERMINAL AS SHOWN BY SAID PLAT ABOVE DEVELOPED OF FLAGLER AVENUE; TOGETHER WITH ALL RIPARIAN RIGHTS THERE TO BELONGING AND APPERTAINING;

PARCEL II

BEING THE PARCEL KNOWN AS THE "BESSENER TRACT" RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 AND ALSO RECORDED IN OFFICIAL RECORDS BOOK 1662, PAGE 810; DESCRIBED AS FOLLOWS:

THE TRACT OF LAND IN GOVERNMENT LOT 2, SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, RIVIERA BEACH, FLORIDA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTHEASTERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OAK STREET, AS SHOWN ON THE PLAT OF CENTRAL ADDITION TO RIVIERA, RECORDED IN PLAT BOOK 10, PAGE 71, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 772.07 FEET TO AN IRON PIPE SET AT THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED BOOK 416, PAGE 72, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID BLOCK 15, TO THE WATERS OF LAKE WORTH; THENCE NORTHERLY HEADQUARTERS THE WATERS OF LAKE WORTH, TO THE INTERSECTION OF THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 15; THENCE WESTERLY ALONG THE EASTERLY EXTENSION AND ALONG THE SOUTH LINE OF SAID BLOCK 15, TO THE POINT OF BEGINNING.

TOGETHER WITH SUCH RIPARIAN RIGHTS AS MAY APPERTAIN THERETO:

LESS AND EXCEPT

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 90 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 23°12'08" WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OAK STREET, AS SHOWN ON THE PLAT OF CENTRAL ADDITION TO RIVIERA, RECORDED IN PLAT BOOK 10, PAGE 71, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 179.44 FEET; THENCE NORTH 66°50'00" EAST FOR A DISTANCE OF 68.55 FEET THENCE NORTH 01°30'00" WEST FOR A DISTANCE OF 138.27 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID BLOCK 15, THENCE SOUTH 89°53'34" WEST ALONG THE SAID SOUTH LINE OF BLOCK 15 FOR A DISTANCE OF 130.10 FEET TO THE POINT OF BEGINNING. CONTAINING 0.348 ACRES OF LAND.

PARCEL III:

All of Block 10, and the strip immediately South of Block 10, marked "Reserved" in INLET GROVE, Riviera (now Riviera Beach), according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 8, Page 14.

PARCEL IV

LOTS 1 AND 2, BLOCK 1 ACCORDING TO RIVIERA, PLAT BOOK 2, PAGES 90 AND 91, PALM BEACH COUNTY, FLORIDA.

PARCEL V

A parcel of sovereignty land lying in Lake Worth in Sections 33 and 34, Township 42 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the intersection of the centerline of Avenue "C" and the Westerly projection of the South line of Lot 8, Block 11, Inlet Grove, according to the plat thereof recorded in Plat Book 8, page 14, Public Records of Palm Beach County, Florida, and also according to the plat thereof titled "Bulkhead Line Riviera Beach, Florida", recorded in Plat Book 28, Pages 95 and 96, on November 4, 1965, Public Records of Palm Beach County, Florida, thence South 87°22'12" East, along said Westerly projection and along said South line of Lot 8, Block 11, a distance of 380 feet to a point in the high water line on the Westerly shore of Lake Worth, said point also being the point of beginning of a submerged parcel of land described as "Parcel J" in that certain Dedication No. 24478 by the Trustees of the Internal Improvement Fund of the State of Florida to the City of Riviera Beach, dated December 14, 1966, said point also being the Point of Beginning of the herein described parcel of submerged land; thence continue South 87°22'12" East, along the Easterly projection of said Lot 8, Block 11, a distance of 151.21 feet to a point in the City of Riviera Beach Bulkhead Line as shown on said aforementioned plat and as approved in that certain Certificate of Approval for Establishment of Bulkhead Line No. 50 (10-19-65), by the Trustees of the Internal Improvement Fund of the State of Florida, dated October 27, 1965; thence continue South 87°22'12" East, along the Easterly projection of the South line of said Lot 8, Block 11, a distance of 392.73 feet; thence South 1°12'42" East, a distance of 1292.03 feet; thence North 87°53'02" West, a distance of 264.22 feet to a point in the City of Riviera Beach Bulkhead Line as said line is shown on said aforementioned

plat; thence continue North 87°53'02" West along a line, said line also being the Easterly extension of the South line of a certain tract of land, hereinafter called Tract 1, described in a deed dated June 4, 1960, recorded in Book 1662, pages 810, 811 and 912, Official Records of Palm Beach County, to a point on the high water line and the Easterly property line of said Tract 1; thence meandering Northerly along said East property line and the high water line to the North line of said Tract 1, said line also being the South line of a certain tract of land, hereinafter called Tract 2, described in a deed dated August 29, 1946, and recorded in Book 787, pages 235 and 236, and in a Quitclaim Deed dated November 13, 1946, recorded in Book 787, pages 249 and 250, all in the Official Records of Palm Beach County; thence Easterly along said South line and along said high water line to the Easterly property line of said Tract 2; thence Northerly along said Easterly property line of said Tract 2 and said high water line and, where existing, a concrete bulkhead, 529 feet, more or less, to the Easterly extension of the South line of 14th Avenue and the North line of said Tract 2; thence continuing Northerly along the extension of the Easterly line of Tract 2, 30 feet, more or less, to the Easterly extension of the centerline of 14th Avenue, said line being the South line of a certain tract of land, hereinafter called Tract 3, described in a deed dated March 31, 1975, and recorded in Book 2404, page 743, Official Records of Palm Beach County; thence meandering along the high water line and said South line of Tract 3 and Northerly along the Easterly line of Tract 3 to the North line of Tract 3, said line also being the South line of a road 50 feet in width known as "Old Slip Road"; thence continuing Northerly along the high water line to the Point of Beginning, containing 14 acres, more or less.

EXHIBIT "E"

CONTRACT PAYMENT REQUEST FORM (PAGE 1 OF 2)

AND

CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM (PAGE 2 OF 2)



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

Exhibit "E"

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

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

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

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

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

 Administrator Date

 Financial Officer Date

Exhibit "E"

*K. W. Clarke
F. S. S.*



CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD.
(561) 845-4010

RIVIERA BEACH, FLORIDA 33404
FAX (561) 840-3353

OFFICE OF
CITY MANAGER

July 17, 2006

Ms. Verdenia Baker
Deputy County Administrator
Palm Beach County
301 N. Olive Avenue, Suite 111
West Palm Beach, FL 33401

SUBJECT: Palm Beach County Water Access Funds for use at the Riviera Beach Marina

Dear Ms. Baker:

Please find attached the City of Riviera Beach's proposed project description and budget for the use of Palm Beach County Water Access Funds at the Riviera Beach Marina. At a joint meeting held on January 24, 2006 between the Board of County Commissioners and City of Riviera Beach, it was agreed upon to allocate \$5,000,000 of the County's Water Access Funds for use at the Riviera Beach Marina to promote the public access to the water.

The Riviera Beach Marina is a full service public facility which has the capacity to accommodate 150 boats in wet slips and an additional 400 boats in the dry storage facilities. The facility currently provides fueling for marina tenants and the general public at large. The marina can service up to 200 foot vessels in wet slips and vessels up to 40 feet in dry storage facilities. The mix of tenants in the Riviera Beach is a diverse mix of luxury, recreational, commercial and live-aboard vessels. The marina also houses a water taxi stop and is home to the famous Tiki Waterfront Grill. The Riviera Beach Marina also serves as the point of mainland service to the County's Peanut Island Recreational Park. Including visitors using dive boats, drift boats, party boats, commercial and game fishing vessels, restaurant, public meeting facilities and fueling operations, the Riviera Beach Marina serves 23,000 visitors every month.

The City's proposed project includes expanding and reconfiguring the northern dock by providing an additional 45 slips which are 500 feet long with associated amenities. Other improvements to the marina include increasing the number of parking spaces as well as enhancing and upgrading the existing parking. The Electronic Security Surveillance System will be upgraded to meet the current Homeland Security requirements. The project also includes replacing two 12,000 gallon fuel tanks to meet a state required mandate. Further improvements include renovations to the landscape and electrical utilities. The marina's laundry room will be enhanced as well as the addition of a sitting room or lounge for boaters to relax, read magazines and watch television.

RIVIERA BEACH, FLORIDA... "THE BEST WATERFRONT CITY IN WHICH TO LIVE, WORK & PLAY"

RECEIVED
JUL 18 2006
CITY MANAGER'S OFFICE - AC

The City clearly offers the County its best return on the dollar for water access and boat slips. With the improvements at the marina, the County's return on its investment in Riviera Beach for boating slips would be seven (7) times that which has been allocated to other facilities.

We look forward to working with your on this project. If you have questions, please contact me or Mr. George Carter, Marina Director at (561) 842-7806.

Sincerely,



William E. Wilkins
City Manager

ATTACHMENT

cc Mayor & City Council
Gloria Shuttlesworth, Assistant City Manager
George Carter, Marina Director
Jeff Williams, Interim Finance Director
David Wright, Intergovernmental Relations Coordinator

RIVIERA BEACH, FLORIDA... "THE BEST WATERFRONT CITY IN WHICH TO LIVE, WORK & PLAY"

PROJECT DESCRIPTION

The City of Riviera Beach Marina proposed project includes expanding and reconfiguring the northern dock by providing an additional 45 slips which are 500 feet long with associated amenities. Other improvements to the marina include increasing the number of parking space as well as enhancing and upgrading the existing parking. The Electronic Security Surveillance System will be upgraded to meet the current Homeland Security requirements. The proposed project also includes replacing two 12,000 gallon fuel tanks to meet a state required mandate. Further improvements include renovations to the landscape and utilities. The marina's laundry room will be enhanced as well as the addition of a sitting room or lounge for boaters to relax, read magazines and watch television.

PROPOSED BUDGET COUNTY WATER ACCESS FUNDS

ACTIVITY	AMOUNT
Wet Slip Expansion (45 additional slips, 500 ft w/ amenities)	\$2,500,000
Parking Expansion - Overflow Area	\$ 160,000
Parking Lot upgrade and enhancement	\$ 160,000
Electronic Security Surveillance System Upgrade	\$ 70,000
Fuel Tank Replacement (State Mandated Requirement 2009; install two (2) 12,000 gallon tanks and upgrade pumps)	\$ 180,000
Laundry Room Enhancement and Lounge Addition	\$1,200,000
Landscape Renovations (Tree and shrub program)	\$ 100,000
Renovate Utilities	\$ 630,000
TOTAL	\$5,000,000

07- 0618

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

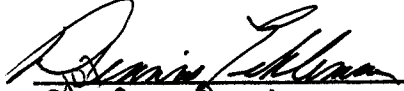

Page 1 of 1

BGEX 581 021607*1064

FUND 3038 - 50M GO 05, Waterfront Access

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/15/07	REMAINING BALANCE
Riviera Beach Marina								
3038-581-P614-8201	Contributions-Non-Govts Agnces	0	3,475,000	1,525,000	0	5,000,000	0	5,000,000
Currie Park Boat Ramp Expansion								
3038-581-P609-8201	Contributions-Non-Govts Agnces	0	1,500,000		1,500,000	0	0	0
Reserves - Fund 3038								
3038-821-9824-9908	Reserves-New Projects	1,014,009	247,203		25,000	222,203	0	222,203
TOTAL				<u>1,525,000</u>	<u>1,525,000</u>			

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	2/16/07
	2-23-07

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