

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 21, 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: Interlocal Agreement with the City of Belle Glade for the period August 21, 2007, through August 20, 2010, in an amount not-to-exceed \$2,463,600 for funding of the Belle Glade Marina Project – Phase I.

Summary: This Interlocal Agreement provides funding for construction of Phase I of the Belle Glade Marina project. The project includes design and construction of improvements to the Belle Glade Marina, situated on Torry Island at the southeast corner of Lake Okeechobee. Project elements include design, engineering and permitting fees, contract administration, renovation of existing boat ramps and picnic area, improvements to the Pavilion Lake area consisting of a pedestrian trail, bridges, floating docks, fishing pier and boat/trailer storage area, fish cleaning station, pedestrian walks, park furniture, and landscaping. The Interlocal Agreement allows for the reimbursement of expenses incurred subsequent to December 1, 2006. Funding is from the 2004 \$50 Million GO Waterfront Access Bond referendum. District 6 (PK)

Background and Justification: On November 2, 2004, a bond referendum was passed by the voters of Palm Beach County in the amount of \$50 Million for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County. The County has approved proposed funding allocations for the \$50 Million Waterfront Access Bond.

The City of Belle Glade is designing and constructing improvements to its public marina located on Torry Island. Torry Island also offers opportunities to provide passive and active recreational activities, including boating, fishing, picnicking, camping, canoeing and kayaking, nature trails, hiking, and air boating. The marina improvements are being undertaken to enhance the public access to and enjoyment of water/boating activities.

Proposed improvements include renovation of existing boat ramps, existing picnic area, pavilion lake area, and landscaping. The Interlocal Agreement has been executed by the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

Attachment: Interlocal Agreement

Recommended by: 
Department Director

7-24-07
Date

Approved by: 
Assistant County Administrator

8/6/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>2,463,600</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>2,463,600</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 3038 Department 581 Unit P606
 Object 8101 Program _____

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

\$50M GO Waterfront Access Bond
 Belle Glade Marina 3038-581-P606-8101 \$2,463,600

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

Edizalittle Blase 8/1/07
 OFMB 7/31/07 ms CN 7/25/07
8/1/07 8/1/07
Contract Development & Control

B. Legal Sufficiency:

Paul F. J. 8/6/07
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Departmental Review:

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF BELLE GLADE FOR FUNDING OF THE BELLE GLADE MARINA
PROJECT - PHASE I**

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

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located on Torrey Island in Belle Glade; and

WHEREAS, MUNICIPALITY desires to design and construct the Belle Glade Marina Improvements Project - Phase I, hereinafter referred to as the "Project" at said location; and

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

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

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

WHEREAS, the Project represents one such waterfront access project; and

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

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

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

WHEREAS, both parties desire to increase the waterfront access opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance waterfront access opportunities for use by the public and thereby provide a mechanism for COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$2,463,600 for the construction of the Project as more fully described in the Project Description, Cost Estimate, and Conceptual Site Plan attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$0 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$0.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the design and construction of the Project shall be Lillian A. Tomeu, Assistant City Manager, 561-996-0100.

Section 1.06 MUNICIPALITY shall design and 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 design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 MUNICIPALITY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to the COUNTY's Representative for review. COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 MUNICIPALITY shall be responsible for securing all permits and approvals necessary to construct the Project.

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

Section 2.06 MUNICIPALITY agrees to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY at least ninety (90) days prior to that date, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

Section 2.07 MUNICIPALITY shall submit quarterly project status reports to COUNTY's Representative on or before January 10, April 10, July 10, and October 10 during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered percentage of completion, and other information as deemed appropriate by COUNTY's Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Interlocal Agreement to MUNICIPALITY on a monthly basis. For each requested payment, MUNICIPALITY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and the COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to COUNTY.

Section 3.05 COUNTY agrees to reimburse MUNICIPALITY an amount not to exceed \$50,000 for those approved pre-agreement costs accruing to the Project subsequent to December 1, 2006, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 No more than 10% of COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Agreement.

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

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to waterfront access purposes only unless

otherwise agreed to in writing by the parties hereto.

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

ARTICLE 6: ACCESS AND AUDITS

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the design and 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 Belle Glade
City Hall
110 S.W. Martin Luther King Boulevard
Belle Glade, Florida 33430

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-

compliance within ninety (90) days of receipt of written notice from COUNTY to do so. Further, if

MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that MUNICIPALITY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Interlocal Agreement to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall survive termination of this Interlocal Agreement.

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

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per

Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which

would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on MUNICIPALITY'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

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

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

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

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

ARTICLE 13: PUBLIC ENTITY CRIMES

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

ARTICLE 14: CAPTIONS

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

ARTICLE 15: SEVERABILITY

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

ARTICLE 16: ENTIRETY OF AGREEMENT

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

ARTICLE 17: THIRD PARTY BENEFICIARIES

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

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

ATTEST:

**SHARON R. BOCK,
CLERK & COMPTROLLER**

**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

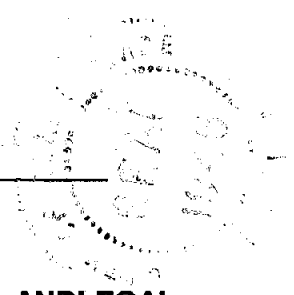
By: _____
Deputy Clerk

By: _____
Commissioner Addie L. Greene, Chairperson

ATTEST:

By: *[Signature]*
Clerk

CITY OF BELLE GLADE
By: *[Signature]*
Mayor



**APPROVED AS TO TERMS AND
CONDITIONS:**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:**

By: *[Signature]*
Dennis L. Eshleman, Director
Parks and Recreation Department

By: *[Signature]*
Municipality Attorney

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
County Attorney

LIST OF EXHIBITS

- EXHIBIT A Project Description, Conceptual Site Plan, and Cost Estimate
- EXHIBIT B Legal Description of Property
- EXHIBIT C Contract Payment Request Form (Page 1 of 2) and
Contractual Services Purchase Schedule Form) (Page 2 of 2)
- EXHIBIT D Pre-Agreement Cost List

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE AND CONCEPTUAL
SITE PLAN

**PROJECT DESCRIPTION AND COST ESTIMATE
BELLE GLADE MARINA IMPROVEMENTS – PHASE I
City of Belle Glade, Florida
May 7, 2007**

Project Description

The City of Belle Glade, Florida (City) is located at the southeast side of Lake Okeechobee, the second largest freshwater lake in the United States. The City's public marina and campground are situated on Torry Island, which is located inside the Herbert Hoover Levee on the southeast corner of the lake. The City facilities on Torry Island offer direct public access to the rich flora and fauna of Lake Okeechobee. Torry Island also offers opportunities to provide passive and active recreational activities, including, boating, fishing, picnicking, camping, canoeing and kayaking, nature trails, hiking and air boating.

In order to enhance the public access to and enjoyment of water/boating activities, the City proposes to construct the following improvements at the marina:

- Design, Engineering and Permitting Fees
- Contract Administration
- Existing boat ramps (6 lanes)
 - Renovate concrete ramps
 - Replace fixed piers (3) with floating piers (3)
 - Construct floating staging docks on both sides of ramps
 - Construct a rain shelter
 - Construct second access drive at south end
 - Construct additional auto-trailer spaces (100 total)
 - Construct curbing, pedestrian walks and wheel stops
 - Install fish cleaning station
 - Install landscape enhancements, pavement striping and signage
 - Install benches (3) and trash receptacles
- Existing picnic area (east side of marina)
 - Construct bulkhead, walk and handrail
 - Install fish cleaning station
 - Construct floating temporary dockage
 - Install benches (3) and trash receptacles
- Pavilion Lake area (west side of marina)
 - Cut pedestrian trail in two locations and install pedestrian bridges to allow boat access to Pavilion Lake
 - Construct floating staging docks
 - Construct floating fishing pier
 - Construct secured boat/trailer storage area

- Install fish cleaning station
- Construct pedestrian walks
- Install benches (3) and trash receptacles

- Install Landscape Enhancements
 - Entrance road to marina and campground
 - Around boat/trailer storage area
 - At boat ramps parking

Cost Estimate

- \$2,463,600



LEGEND

- ENTRANCE ROAD (EXIST)
- TRUCK AND TRAILER PARKING (UNDER CONSTRUCTION)
- LAUNDRY PARKING AND DECK (IN DESIGN)
- CAMPING AND OFFICE (EXIST)
- CAMPING AREA (EXIST)
- PUBLIC AREA (EXIST)
- BOAT TRAILER (EXIST)
- BOAT TRAILER (EXIST)
- AUTO AND BOAT TRAILER PARKING (EXIST)
- FOOD DECK (EXIST)
- ELONGATED TRAILER (PROPOSED)
- SEMI TRAILER (PROPOSED)
- NEW BILLBOARD WALK AND HANDRAIL (PROPOSED)
- COVERED BOAT SLIPS (DESTROYED)
- FLOATING FISHING DOCK (PROPOSED)
- BOAT CHANNEL (EXIST)
- PERESTMAN BRIDGE (PROPOSED)
- HENBERT HOOKER LEASE (EXIST)
- NEW CANAL (EXIST)
- FLOATING STORAGE (PROPOSED)
- PERESTMAN BRIDGE (PROPOSED)
- FLOATING LAUNCH PIER (PROPOSED)
- RAM SHELTER (PROPOSED)
- ADDITIONAL TRAILER PARKING (100 TOTAL) (PROPOSED)
- ACCESS DRIVE (PROPOSED)
- FLOATING TRAILER PARKING (PROPOSED)

**EXISTING AND PROPOSED IMPROVEMENTS
BELLE GLADE MARINA**

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

PARCEL 1 LEGAL DESCRIPTION

All those lands conveyed by the City of Belle Glade, Florida, to the Central and Southern Florida Flood Control District as described and Recorded in Official Records Book 2586, Pages 281 and 282, Palm Beach County, Florida, Public Records; said lands described as follows:

Commence at the North quarter of Section 35, Township 43 South, Range 36 East, according to the U.S. General Land Office Survey of Torry and Kraemer Islands, said corner begins 5519.35 feet North and 8136.28 feet West of the Northwest (NW) corner of Section 36, Township 43 South, Range 36 East, according to the Florida State Survey:

Thence on true bearings South 0° 43' East, 1896 feet on center line of Section 35 the meander line, thence South 13° 36' West, 198.7 feet to the POINT OF BEGINNING:

Thence South 44° 38' West, 346.5 feet along the property line of F.A. LeFils; thence South 4° 00' West, 563.4 feet along the property line of F.A. LeFils; thence South 38° 12' West, 1581.3 feet along the property line of F.A. LeFils; thence South 38° 12' West, 148.7 feet; thence South 51° 48' East, 500.00 feet; thence North 48° 15' East, 1700.00 feet; thence North 36° 17' 30" East, 250 feet; thence North 10° 56' 40" West, 327.28 feet; thence North 36° 17' 30" East, 400.00 feet to the Sollie Corbin line; thence North 53° 42' 30" West, 100.00 feet along Sollie Corbin Survey line; thence North 36° 17' 30" East, 289.50 feet along Sollie Corbin Survey line, thence South 86° 56' West, 205.25 feet; thence North 73° 00' West, 500.00 feet; thence North 33° 36' West 86.84 feet to the POINT OF BEGINNING:

LESS the following described tract of land: commence at U.S. Right of Way Station 844+577.7, said Station begin 2874.10 feet North and 6648 feet West of the Northwest (NW) corner of Section 36, Township 43 South, Range 36 East; thence South 36° 17' 30" West, 470.0 feet along said right of way to U.S. Right of Way Station 839+87.7; thence North 53° 42' 30" West, 755 feet to the POINT OF BEGINNING:

Thence continue North 53° 42' 30" West, 300 feet; thence South 36° 17' 30" West, 250 feet; thence South 53° 42' 30" East, 384.70 feet; thence North 17° 34' 00" East, 263.95 feet to the POINT OF BEGINNING.

Containing 42.72 acres.

Subject to the right of way for State Road No. 717, also know as Torry Island Road.

Subject to the interest of the United States of America as may appear in instruments recorded in the Public Records of Palm Beach County, Florida, in Deed Book 612, at Page 525 and in Deed Book 618, at Page 197.

Subject also to the restrictions, reservations, easements and reversions contained in that deed from the Internal Improvement Fund of the State of Florida designated as Deed number 19769, filed in Deed Book 941, at Page 597, of the Public Records of Palm Beach County, Florida.

PARCEL 2 LEGAL DESCRIPTION

A parcel of land in survey Section 35, Township 43 South, Range 36 East, Palm Beach County, Florida, begin a portion of a parcel described in Official Records Book 361, at Page 494, Palm Beach County, Florida, Public Records more particularly described as follows:

From a one inch iron pipe marking the North Quarter corner of Section 35, Township 43 South, Range 36 East, bear South $0^{\circ} 15' 53''$ East, along the West line of the Northeast one-quarter ($NE \frac{1}{4}$) of said Section 35, a distance of 1899.20 feet to the 1913 meander line and a point on the Easterly boundary line of said lands described in Official Records Book 3612, at Page 494; thence South $1^{\circ} 03' 45''$ East, along said boundary line, a distance of 80.34 feet for a POINT OF BEGINNING:

Thence continue along the Easterly, Southerly and Westerly boundary of said lands described in Official Records Book 361, at Page 494, the following seven courses:

South $1^{\circ} 03' 45''$ East, a distance of 139.12 feet;
South $44^{\circ} 29' 34''$ West, a distance of 346.50 feet;
South $3^{\circ} 51' 34''$ West, a distance of 563.40 feet;
South $38^{\circ} 03' 34''$ West, a distance of 1581.30 feet;
North $80^{\circ} 48' 46''$ West, a distance of 711.00 feet;
North $22^{\circ} 53' 36''$ West, a distance of 686.50 feet;
North $11^{\circ} 16' 26''$ West, a distance of 2154.64 feet;

thence, a departing from the aforesaid boundary line, North $44^{\circ} 51' 36''$ East, a distance of 1137.49 feet; thence South $45^{\circ} 08' 24''$ East, a distance of 2115.42 feet, thence North $86^{\circ} 35' 55''$ East, a distance of 341.96 feet to the POINT OF BEGINNING.

LESS, however, the existing Right of Way for State Road No. 717 (Torry Island Road).

Containing 130.43 acres.

The bearings refer to the Standard Plane Rectangular Coordinate System for the East Zone of Florida.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE
SCHEDULE FORM



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

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

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

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

Administrator Date

Financial Officer Date

PBC USE ONLY

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

Reviewed and Approved By:

PBC Project Administrator Date

Department Director Date



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

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

EXHIBIT C

Grantee: _____ Date: _____
 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



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

(All PreAgreement costs must be incurred subsequent to December 1, 2006)

**PRE-AGREEMENT COST ESTIMATE
BELLE GLADE MARINA IMPROVEMENTS – PHASE I
City of Belle Glade, Florida
May 7, 2007**

Anticipated Pre-Agreement costs are estimated to be \$50,000 for Preliminary engineering and design. These costs have been incurred subsequent to December 1, 2006.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/31/07

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services
Arthur J. Gallagher & Co. (Florida)
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819
Greg Butterfield

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 Belle Glade
Public Risk Management
110 Dr Martin Luther King Jr
Belle Glade, FL 33430


INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Public Risk Management	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM06-010	10/01/06	04/01/08	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ Nil PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	PRM06-010	10/01/06	04/01/08	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	PRM06-010	10/01/06	04/01/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 With respect to general liability, auto liability, and workers' compensation coverages as evidenced herein as required by written contract with regards to Palm Beach County District 6 Recreation Belle Glade Marina Project-Phase I.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Department of Parks and Recreation 2700 6th Ave South Lake Worth, FL 33461 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.