

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: A) Interlocal Agreement with the City of Delray Beach for the period September 11, 2007, through September 10, 2010, in an amount not-to-exceed \$250,000 for funding of the Delray Beach Miracle League Field; and B) Budget Transfer of \$250,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2003 to Delray Beach Miracle Field.

**Summary:** This Agreement provides funding for construction of the Delray Beach Miracle League Field located at Miller Park in Delray Beach. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum – District 4. District 4 (PK)

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

Delray Beach Miracle League Field will be located among the Little League fields at Delray Beach's Miller Park, located at 1905 S.W. 4<sup>th</sup> Avenue. The field will be complete with a cushioned synthetic surface to help prevent injuries, wheelchair accessible dugouts, and a completely flat surface to eliminate any barriers to wheelchair-bound or visually impaired players. Project elements include site preparation, field construction and surfacing, fencing, project administration, and other miscellaneous expenses associated with the project. The \$250,000 from the County Bond funding will be supplemented by \$310,750 provided by the City of Delray Beach for a total project cost of \$560,750.

The specified completion date for construction and submission of reimbursement documentation for the project is September 10, 2010. The term of the Agreement is until September 10, 2040, which is the standard 30 year term for Bond Agreements. The Agreement has been executed by the City of Delray Beach, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. Interlocal Agreement
2. Budget Transfer

Recommended by:   
Department Director

8/14/07  
Date

Approved by:   
Assistant County Administrator

8/28/07  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>250,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>250,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

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

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

\$25M GO 03, Parks & Cultural Facilities  
 3019-581-9900-9908 Reserves-New Projects \$250,000

C. Departmental Fiscal Review: ckopelakis

**III. REVIEW COMMENTS**

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

Jim Donk 8.22.07  
 OFMB  
 v u  
 8/17

Dr. J. Jacoby 8/23/07  
 Contract Development & Control  
 E. Jones 8/23/07

**B. Legal Sufficiency:**

Paul F. Jones 8/24/07  
 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 DELRAY BEACH FOR FUNDING OF THE DELRAY BEACH  
MIRACLE LEAGUE FIELD**

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

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY leases from County property located at 1905 South West 4<sup>th</sup> Avenue in Delray Beach, known as Miller Park as described in the Exhibits to this Agreement; and

**WHEREAS**, MUNICIPALITY desires to construct Delray Beach Miracle League Field at Miller Park, hereinafter referred to as "the Project" at said location; and

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

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

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

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

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

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

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

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

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

#### **ARTICLE 1: GENERAL**

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

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

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$250,000 For the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that the County's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by the County and County capital project funding. MUNICIPALITY agrees to provide the County with a certification, in a form acceptable to the County, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which County funding is requested under Article 3 of this 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 \$310,750 or greater to complete the Project. The parties agree that the COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$310,750.

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 Joe Weldon, Director of Parks and Recreation, Delray Beach, 561-243-7000.

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

Section 1.07 MUNICIPALITY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have

no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds the 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. The 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 the 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 the 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 the 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 the 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. The 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 The COUNTY shall reimburse project costs under the terms of this 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 the 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 the 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 The 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. The 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 the 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 the County.

Section 3.05 The County agrees to reimburse MUNICIPALITY an amount not to exceed \$0 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 County shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide the County with a certification, in a form acceptable to the County, from the Municipality's Finance Director that the MUNICIPALITY has complied with this Project funding provision. The County will be entitled to rely on that certification in reimbursing Project costs to the MUNICIPALITY under this Agreement.

#### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, the Project shall remain the leased property of the MUNICIPALITY. The 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 until March 8, 2030. 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 the 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 the COUNTY.

## **ARTICLE 5: USE OF THE PROJECT**

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

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

Section 5.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that 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 the 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 the 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. The 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 the 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 the MUNICIPALITY:

City Manager  
City of Delray Beach  
City Hall  
100 N.W. First Avenue  
Delray Beach, Florida 33444

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

The 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 the COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, the COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once the 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 the 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, judgements, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the County for the County's negligent acts or omissions.

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

#### **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the 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.

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

The MUNICIPALITY agrees to maintain or acknowledges to be self-insured for All-Risk property insurance for the completed project for adequate limits based on the 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.

The 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.

The MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this 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, 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. The COUNTY shall be added an "Additional Insured".,
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 14: CAPTIONS**

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

#### **ARTICLE 15: SEVERABILITY**

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

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between the 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 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 and**  
**Comptroller**

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

**ATTEST:**  
By: *Dennis D. Nubin*  
Clerk

**CITY OF DELRAY BEACH**  
By: *Rita Ellis*  
Mayor

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

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**  
By: *Susan A. Kelly*  
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**            **Not Applicable**

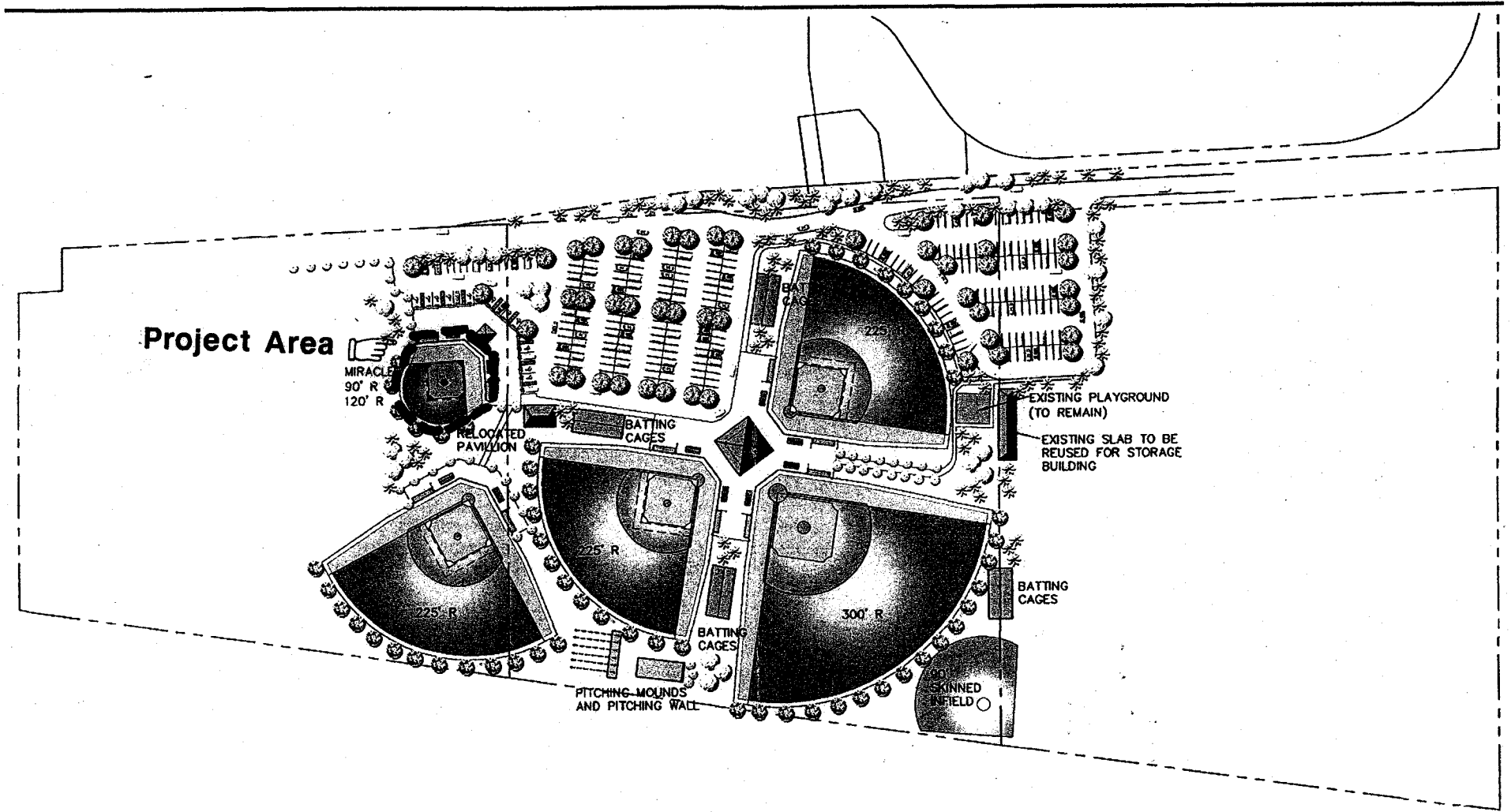
**EXHIBIT A**

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

**Project Description  
Delray Beach Miracle League Field  
City of Delray Beach**

The first and only Miracle League Field in Palm Beach County will be located among the little league fields at Delray Beach's Miller Park, located at 1905 S.W. 4<sup>th</sup> Avenue. The field will be complete with a cushioned synthetic surface to help prevent injuries, wheelchair accessible dugouts, and a completely flat surface to eliminate any barriers to wheelchair-bound or visually impaired players.

Project elements include site preparation, field construction and surfacing, fencing, dugouts, and project administration. The estimated construction cost of Miracle League diamond is \$560,750 as determined by Kimley-Horn Architects.



**MILLER PARK**  
 SCHEMATIC SITE PLAN  
 July 27, 2006





**City of Delray Beach, Miller Park Improvements  
Miracle League Field  
Estimate of Probable Construction Costs**

Mobilization/Supervision and General Conditions  
Clearing and Grubbing  
Rough Grade Site/One foot of fill  
New Asphalt (Includes subgrade, limerock, and asphalt)  
Athletic Surfacing  
Concrete Perimeter (30' x 300')  
6' High Chain Link Fence  
20' High Backstops  
Dug outs w/Metal Roofs

**Total Cost: \$560,750**

**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Miller Park – City of Delray Beach

THAT PORTION OF LOT 6, LYING WEST OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, SUBDIVISION, OF SECTION 29, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OR PALM BEACH COUNTY, FLORIDA.

AND ALSO

THAT PORTION OF LOT 5, LYING WEST OF THE FLORIDA EAST COAST RAILROAD RIGHT-OF-WAY, SUBDIVISION OF SECTION 29, TOWNSHIP 46 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE 4 OF THE PUBLIC RECORDS OR PALM BEACH COUNTY, FLORIDA.

AND ALSO

THE PLAT OF TRANSFER STATION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 51, PAGE 113 OF THE PUBLIC RECORDS OR PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE WITHIN THE CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA.

CONTAINING 32.83 ACRES MORE OR LESS.

**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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

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: \_\_\_\_\_  
 Submittal #: \_\_\_\_\_

Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Reimbursement Period: \_\_\_\_\_

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

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

\_\_\_\_\_  
 Administrator Date

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

\_\_\_\_\_  
 Financial Officer Date



**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.

\_\_\_\_\_  
 Administrator

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Financial Officer

\_\_\_\_\_  
 Date

**EXHIBIT D**

**PRE-AGREEMENT COST LIST (NOT APPLICABLE)**





**PRODUCER**  
 Arthur J. Gallagher & Co  
 2255 Glades Road  
 Suite 400 E.  
 Boca Raton, FL 33431

**INSURED**  
 City of Delray Beach  
 100 Northwest 1<sup>st</sup> Ave.  
 Delray Beach, FL 33444

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.

**COMPANIES AFFORDING COVERAGE**

COMPANY (A) STATE NATIONAL INSURANCE COMPANY

COMPANY (B) \_\_\_\_\_

COMPANY (C) \_\_\_\_\_

COMPANY (D) \_\_\_\_\_

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

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


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

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS** - All operations usual to a normal City Government including Certificate Holder as additional insured but only to the extent of indemnity provisions of the applicable contract and only to the extent allowed by F.S. 768.28 with respects to Interlocal Agreement between Palm Beach County and The City of Delray Beach for funding of the Delray Beach Miracle League Field. All other terms and conditions of policy remain unchanged.

**CERTIFICATE HOLDER**

Palm Beach County  
 Parks & Recreation Department  
 2700 6<sup>th</sup> Ave. South  
 Lake Worth, FL 33461

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

Authorized signature:   
 Sandra M. Donaghy

*Meadowbrook Insurance Group*

07-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 581 080907\*2090

FUND 3019 - \$25M GO Park and Cultural Improv 03

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/09/07	REMAINING BALANCE
<b>Delray Beach Miracle Field</b>								
3019-581-P650-8101	Contributions Othr Govtl Agency	0	0	250,000		250,000	0	250,000
<b>Reserves</b>								
3019-581-9900-9908	Reserves - New Projects	6,585,495	4,761,138	0	250,000	4,511,138	0	4,511,138
<b>TOTAL</b>				250,000	250,000			

Signatures

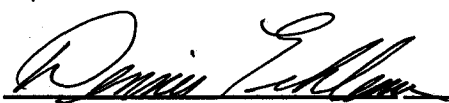
Date

By Board of County Commissioners  
At Meeting of  
September 11, 2007  
Deputy Clerk to the Court

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 8/14/07

---



---