

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 16, 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: **A) ratify** the signature of the Chairperson of the Board of County Commissioners on a Florida Recreation Development Assistance Program (FRDAP) grant application submitted to the State of Florida Department of Environmental Protection (DEP) on September 5, 2007, requesting \$200,000 for the John Prince Memorial Park Square Lake Development and Restoration Project to be matched with \$200,000 from FY2007 Zone 2 Park Impact Fees; **B) authorize** the County Administrator or his designee to execute the grant project agreement and all future time extensions, task assignments, necessary minor amendments, and any other necessary forms and certifications during the term of the Agreement that do not change the scope of work or terms and conditions of the Agreement if the grant is approved; and **C) authorize** the Director of the Parks and Recreation Department to serve as Liaison Agent with the DEP for this project.

Summary: The application requests \$200,000 from FRDAP toward the John Prince Memorial Park Square Lake Development and Restoration Project. The project is being designed and constructed in cooperation with ERM, and will include restoration of a 60 acre lake to create freshwater wetlands and improve fish habitat, construction of a fishing pier, group picnic pavilion, playground, and sandy beach with a canoe/kayak launch. Also, the existing gravel parking lot will be paved and the existing restroom and bike trail will be renovated. If the grant is awarded and once the project is complete, the grant contract requires a Notice of Limitation of Use to be recorded in public records limiting the project site to outdoor recreation for the use and benefit of the public for a period of 25 years as part of the close out documentation. District 3 (AH)

Background and Justification: FRDAP grants are provided by DEP. The State's time frame for this application did not allow for prior approval by the Board of County Commissioners. Commissioner Addie L. Greene, Chairperson, on behalf of the Board of County Commissioners, signed the application on September 5, 2007, as authorized by PPM CW-F-003 (Policy B.3). The PPM requires that the grant be presented to the Board of County Commissioners for approval at the next available Board meeting after signature by the Board Chairperson.

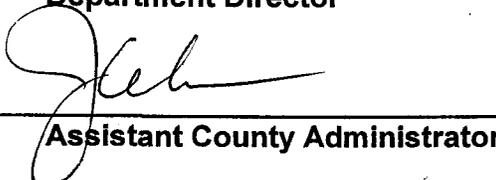
The requested grant is for \$200,000 to be matched with \$200,000 from the \$850,000 previously approved for this project from FY2007 Zone 2 Park Impact Fees. During the FY2008 budget process, the allocation for this project was reduced by \$600,000. The \$200,000 from FRDAP provides for project development to include construction of a fishing pier, group picnic pavilion, new playground, paving of the existing gravel parking lot, renovation of the existing playground, restroom and bike trail.

Attachments:

1. FRDAP Grant Application for John Prince Memorial Park Square Lake Development and Restoration Project.
2. Location Map

Recommended by: 
Department Director

9/20/07
Date

Approved by: 
Assistant County Administrator

10-1-07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No.: Fund ___ Department ___ Unit ___
 Object ___ Program N/A

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

There is no fiscal impact at this time. Should grant be awarded, the project agreement will be brought before the Board for approval, and the respective funding sources would be as follows:

FRDAP Grant	\$200,000
Zone 2 Park Impact Fees	<u>\$200,000</u>
Total Grant Project Cost	\$400,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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


 OFMB John D. Smith 9-26-07 ON 9/25/07


 Contract Development & Control Jim J. Javelle 9/27/07
 & Control 9/27/07

B. Legal Sufficiency:

Anne Delgant 9/1/07
 Assistant County Attorney

C. Other Departmental Review:

REVISED 09/2003
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**Florida Recreation Development
Assistance Program
2008-2009**



**John Prince Park Square Lake
Development & Restoration Project**

**Submitted by:
Palm Beach County
Parks and Recreation Department
Planning and Design Division
September 10, 2007**



INTEROFFICE MEMORANDUM
PALM BEACH COUNTY

DATE: August 31, 2007

TO: Commissioner Addie L. Greene, Chairperson
Board of County Commissioners

FROM: Dennis Eshleman, Director 
Parks and Recreation Department

RE: **FRDAP APPLICATION – JOHN PRINCE MEMORIAL PARK SQUARE
LAKE DEVELOPMENT AND RESTORATION PROJECT**

Attached for your review and signature is an original Florida Recreation Development Assistance Program (FRDAP) grant application for the John Prince Park Square Lake Development and Restoration project. The deadline for submission of this grant application to the Florida Department of Environmental Protection is September 14, 2007. The State's time frame for this application did not allow for prior Board of County Commissioner approval; therefore, we are requesting that you sign page 1 of the application on behalf of the County as authorized by PPM CW-F-003 (Policy B.3). In accordance with this PPM, the grant will be on the agenda at the next available board meeting (October 16, 2007) for approval by the Board of County Commissioners.

The County is requesting \$200,000 in FRDAP Grant funds for this project and \$850,000 is currently budgeted to match these funds. If you have any questions regarding this grant application, please feel free to contact either myself or Jean Matthews, Senior Planner, at 966-6652.

DE/JM



September 6, 2007

County Administration

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-2030

FAX: (561) 355-3982

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

Ms. Tamika Ardley, Community Assistance Consultant
Department of Environmental Protection
Division of Recreation and Parks
Bureau of Design and Recreation Services
3900 Commonwealth Boulevard, Mail Station 585
Tallahassee, FL 32399-3000

**RE: John Prince Park Square Lake Development and Restoration
Project FY 2008-2009 FRDAP Application**

Dear Ms. Ardley:

Attached is an original and two copies of a FY 2008-2009 FRDAP grant application for the John Prince Park Square Lake Development and Restoration Project. The application requests \$200,000 in funding assistance for this project.

John Prince Memorial Park is a heavily utilized 726 acre regional park centrally located in Palm Beach County. The proposed project is located in the southern section of the park in an area known as Square Lake, which is located in close proximity to the campground. The project includes the construction of a fishing pier, group picnic pavilion, playground, and creation of sandy beaches with a canoe and kayak launch. The existing gravel parking lot will be paved and the existing restroom and bike trail will be renovated. The existing 60 acre freshwater lake will also be enhanced to create wetlands and improve fish habitat. All the proposed improvements are designed to be ADA compliant.

Thank you for this opportunity to apply for FRDAP funding and for your help in processing this application. Please to call Jean Matthews, Park Planner at 561-966-6652 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Weisman".

Robert Weisman
County Administrator

Attachments

*"An Equal Opportunity
Affirmative Action Employer"*

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT APPLICATION PACKET
2008-2009

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

- A. Name of Applicant: **Palm Beach County**
- B. Federal Employer Identification Number: **59-6000-785**
- C. Population: **1,287,987**
- D. Current Operating Budget: **\$4,411,681,307**
(This is the operating budget for the city, county or special district, and not just the department budget)
- E. Contact Person: **Dennis Eshleman** Title: **Director, Parks and Recreation**
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)
- F. Mailing Address: **2700 6th Avenue South**
- City/State: **Lake Worth, Florida** Zip Code: **33461**
- Telephone: **(561) 966-6600** E-mail: **deshleman@pbcgov.com**
- FAX: **(561)-963-6747**

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Addie L. Greene
Addie L. Greene, Chairperson
Board of County Commissioners

9/5/07
Date

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY
Anne Delgant
COUNTY ATTORNEY

2. PROJECT INFORMATION

A. Name of Project: **John Prince Memorial Park Square Lake Development and Restoration Project**

B. Project Type (Check One): *Project cannot be a combination of acquisition and development*

Acquisition: _____

Development: X

X On land owned by applicant

_____ On land currently under site control by applicant

Date site control expires: N/A

Trail Construction: N/A

_____ On land owned by applicant

_____ On land currently under site control by applicant

Date site control expires: _____

Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (September 14, 2007).

- School board property is ineligible either by lease or ownership.
- Include a copy of the site control documents (e.g., deed, lease, etc.). If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion.

(Please Tab as Exhibit "N")

C. PROJECT LOCATION:

Street Address: 2700 6th Avenue South

City: Lake Worth County: Palm Beach Zip Code: 33461-4727

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified.** - Attached

(Please Tab as Exhibit "K")

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area. - Attached

(Please Tab as Exhibit "L")

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Please confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this. - Attached

(Please Tab as Exhibit "M")

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:

This should be the Florida Senate and Florida House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections. **(There is only one each.)**

State Senator: **Tom Deutch** Senate District Number: **30**

State Representative: **Shelley Vana** House District Number: **85**

- E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 73.8 +/-

- F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT. *Include land resources, vegetation, fish and wildlife, historical, archaeological resources, water bodies, previous recreational usage and transportation access as well as other pertinent information.*

John Prince Memorial Park was acquired in 1939. This 726 acre regional park is a green oasis in an urban setting. The park features 338 acres of lakes which are used for recreational boating and freshwater fishing. The proposed project is located in the southern section of the park in an area known as Square Lake, which is located in close proximity to the campground. The project includes restoration of a 60 acre freshwater lake to create wetlands and improve fish habitat, the construction of a fishing pier, group picnic shelter, playground, and creation of sandy beaches and a canoe and kayak launch. The existing gravel parking lot will be paved and the existing restroom and bike trail will be renovated.

3. FINANCIAL INFORMATION

GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

<u>Project Cost</u>	<u>State Share</u>	<u>Grantee Share</u>
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Please refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. *The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.*

- A. FRDAP Funds Requested (State Share) Line A **\$200,000**

- B. Local Funds Available: (Grantee Share)
 - 1. Cash: Line B **\$200,000**
 - 2. In-Kind: Line C \$ _____
 - 3. Land Value: Line D \$ _____

If property is developed, land value CANNOT be used as a match.
- Total Local Match: Line E **\$200,000**
Sum of lines B, C and D

- C. Total Cost of Proposed Project: Line F **\$400,000**
Sum of Lines A and E
(Should not total more than \$400,000)

(If approved for REDI Match Waiver, please fill out REDI Waiver Form located under FRDAP Administrative Forms at www.dep.state.fl.us/parks/OIRS and attach as Exhibit O)

D. PROJECT COST ESTIMATE (COMPLETE ONLY FOR DEVELOPMENT & TRAILS PROJECTS):

*The project cost estimate break down is on the following two pages of this application. If land value is used as match, it should be included under primary cost. Primary costs include all recreation facilities and opportunities. Primary cost must be equal to or greater than fifty percent of the total cost. Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 9 & 10 of this application. The site plan must correlate with the project boundary map and cost estimate. The site plan must **CLEARLY DELINEATE** between facilities/opportunities currently existing, facilities proposed for funding (page 9 & 10) in this application and facilities planned for future development. Please color code your site plan to indicate facilities that are existing, proposed for funding and planned for future development (not in this project). Also identify different FRDAP phases on the site plan and any LWCF phases.*

(Please Tab As Exhibit "G")

Existing Facilities include:

- Group Picnic Pavilion
- Playground
- Gravel Parking lot
- Bike Trail
- Picnic Facilities

Proposed Facilities include:

- Fishing Pier
- Group Picnic Pavilion
- Canoe/Kayak Launch
- Playground
- New Parking Spaces
- Renovation of Existing Playground
- Renovation of the Existing Bike Trail
- Paving of the Existing Gravel Parking Lot
- Renovation of the Existing Restroom

PRIMARY RECREATION AREAS AND FACILITIES: *Including, but not limited to, beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, etc. No enclosed structures are eligible costs. Costs of planning and site preparation should be included within the cost of each element. If this is a trail project, list the uses or types of trails. FRDAP funded elements are not eligible for renovation if funded within the past 5 years. All elements which are the same must be completed for phased projects before element extensions can be applied for (Examples: Trail extensions and pier extensions, etc).*

	Quantity	Description	Estimated Cost
N E W	1	Fishing Pier	68,000
	1	Group Picnic Shelter	90,000
	1	Boating Facilities - Canoe/Kayak Launch	18,000
	1	Playground	44,000
R E N O V A T I O N S	1	Playground	35,000
		Bike Trail Renovations	45,000
Total Primary			\$300,000

SUPPORT FACILITIES AND IMPROVEMENTS: *No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. FRDAP funded elements are not eligible for renovation if funded within the past 5 years. All elements which are the same must be completed for phased projects before element extensions can be applied for (Examples: Extension of parking lots and restrooms, etc).*

	Quantity	Description	Estimated Cost
NEW	12	Parking Spaces	24,000
	Lump Sum	Parking lot and landscaping renovations	60,000
RENOVATIONS	1	Restroom renovations	16,000
	Total Support		\$100,000

TOTAL COST OF PROPOSED PROJECT \$400,000

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

- A. Is the proposed project identified, in whole or in part, in the applicant's capital improvement plan or schedule during the current or next three (3) fiscal years?

Please provide:

- 1) a letter from the agency's city or county manager certifying the five year capital improvement schedule is officially adopted and date adopted.
- 2) a copy of the five-year capital improvement schedule included in the applicant's adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.** - Attached

(20 points)

Yes No

--- OR ---

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

Please provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must clearly indicate the proposed project by name, amount and year.

(10 points)

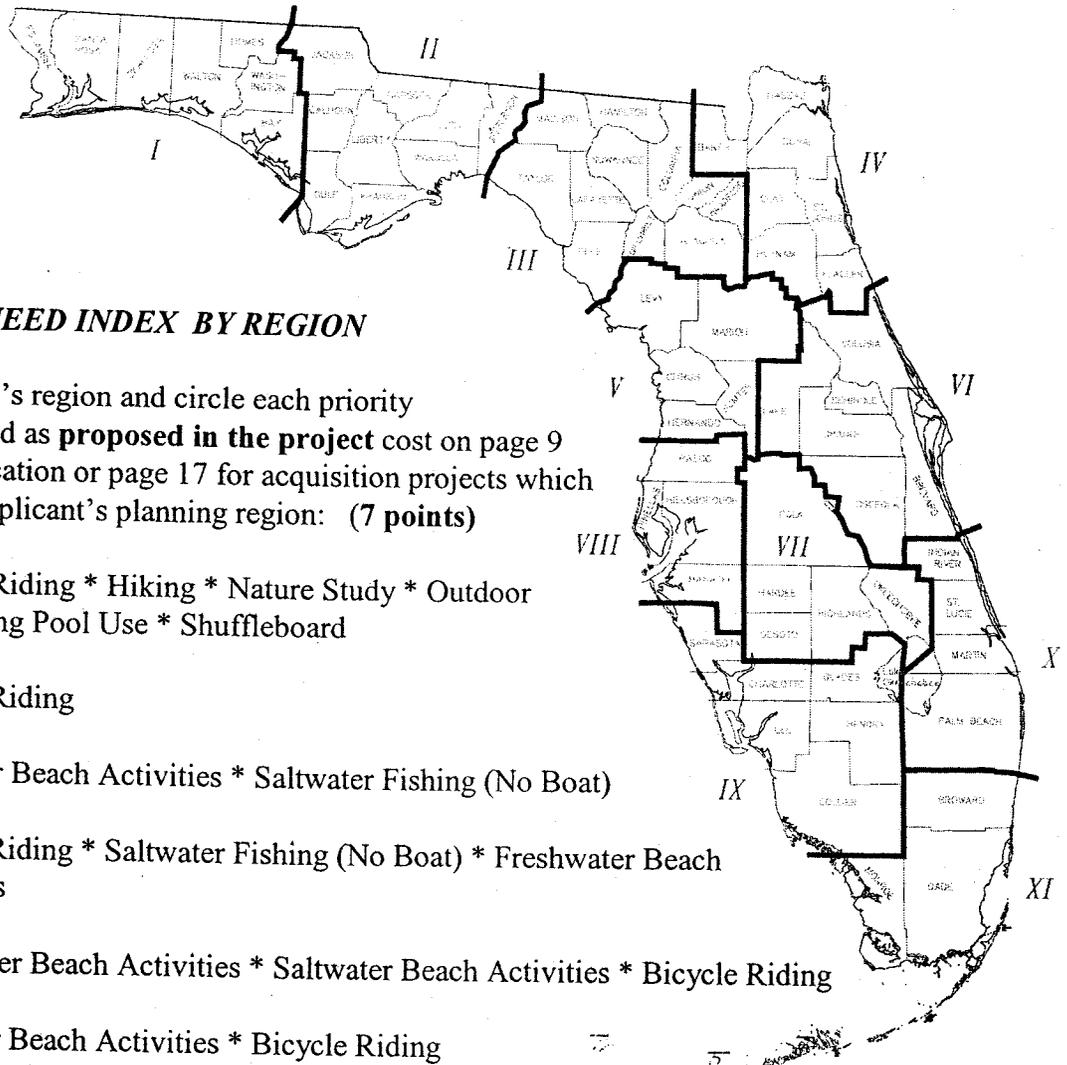
Yes No

(Please tab as Exhibit "A")

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA- 2000 (Chapter 6)**. Provide quotations or other appropriate references with explanations to justify the correlation. - Attached

(Please tab as Exhibit "B") (4 points)



B. 2005 RELATIVE NEED INDEX BY REGION

Locate the applicant's region and circle each priority resource/facility need as proposed in the project cost on page 9 and 10 of this application or page 17 for acquisition projects which is included in the applicant's planning region: (7 points)

- _____ I Bicycle Riding * Hiking * Nature Study * Outdoor Swimming Pool Use * Shuffleboard
- _____ II Bicycle Riding
- _____ III Saltwater Beach Activities * Saltwater Fishing (No Boat)
- _____ IV Bicycle Riding * Saltwater Fishing (No Boat) * Freshwater Beach Activities
- _____ V Freshwater Beach Activities * Saltwater Beach Activities * Bicycle Riding
- _____ VI Saltwater Beach Activities * Bicycle Riding
Saltwater Fishing (No Boat) * Hiking * Outdoor Swimming Pool Use
- _____ VII Bicycle Riding * Freshwater Fishing (No Boat)
- _____ VIII Saltwater Beach Activities * Bicycle Riding * Hiking
Outdoor Swimming Pool Use * Golfing
- _____ IX Bicycle Riding * Saltwater Beach Activities * Nature Study * Hiking
Tent Camping * Outdoor Swimming Pool Use * Shuffleboard * Golfing
- X X Saltwater Beach Activities * Bicycle Riding * Freshwater Fishing (No Boat)
Hiking * Outdoor Swimming Pool Use
- _____ XI Saltwater Beach Activities * Bicycle Riding * Freshwater Beach Activities
Freshwater Fishing (No Boat) * Hiking * Tent Camping * Outdoor Swimming Pool Use

3. PUBLIC PARTICIPATION

Indicate which of the following apply (*Check ALL that apply*):

(To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the **previous 3 years** of application. Also each of the three meetings must be held separately to receive each set of points.) - **Attached**

A. A pre-advertised public meeting was held **solely** for the purpose of discussing the proposed project. *Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.*

(Please tab as Exhibit "C-1") (10 points)

B. The project was discussed at a **regularly** scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. *Provide a copy of the minutes of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.***

(Please tab as Exhibit "C-2") (7 points)

C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. *Provide documentation (minutes of meeting project discussed at with date or thank-you letter from an organization, association, etc.) showing that presentations **regarding this project** were made to community organizations or groups **OR** provide a copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points. - **Attached***

(Please tab as Exhibit "C-3") (4 points)

4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: *(Please check ONLY one):*

Provide a brief description of how development, programming and maintenance will be provided and a copy of an agency organizational chart.

The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. - Attached

(Please tab as Exhibit "D") (6 points)

The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance.

(Please tab as Exhibit "D") (4 points)

The applicant has other means of providing facility development, programming and maintenance.

(Please tab as Exhibit "D") (2 points)

5. PARK PARTNERSHIP

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity (*within the current or past 3 years*) in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the development/construction of this project with the applicant holding the leading management responsibility. **The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between both parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services.** - Attached

(A management or maintenance agreement is not acceptable.)

Yes No

(Please tab as Exhibit "E") (3 points)

6. TRAIL CONNECTIVITY

The project provides for increased trail access by (a) connecting an existing, publicly owned and designated recreational trail with a project trail outside the project boundary; or (b) connecting two publicly designated trails outside of any park. **Please indicate new project trail and where it connects to the existing trail(s) on the project site plan. Also, please identify by name and location the existing trail which this project connects to.**

Yes No

(Please tab as Exhibit "G") (5 points)

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. *Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) (If undeveloped, state None). The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Please identify and color code different funding phases from the existing facilities.*

(Please tab as Exhibit "G") (5 points, if undeveloped)

Existing Facilities include:

- **Group Picnic Pavilion**
- **Playground**
- **Gravel Parking lot**
- **Bike trail**
- **Picnic facilities**

Proposed Facilities include:

- **Fishing Pier**
- **Group Picnic Pavilion**
- **Canoe/Kayak Launch**
- **Playground**
- **New Parking Spaces**
- **Renovation of Existing Playground**
- **Renovation of the Existing Bike Trail**
- **Paving of the Existing Gravel Parking Lot**
- **Renovation of the Existing Restroom**

2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

A) List the facilities which are addressed on page 9 & 10 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. *(See attached pages 22-26 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) (If developing trails, must have separate trails to receive separate points.*

(Maximum 30 points)

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant's population density as set forth in the study titled "1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA". Use the table below to determine in which priority funding need ranking the project falls. (Check **ONLY one**):

 X Highest Priority Funding Need (13 points)

 Second Highest Priority Funding Need (8 points)

Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

Outdoor Facility Needs Ranked by Priority Index: Population Density 5

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Support Facilities	6	Support Facilities	6	Cluster I
2	Rest Rooms	5	Baseball Fields	5	Cluster II
3	Playgrounds	5	Playgrounds	5	
4	Tennis Courts	4	Softball Fields	4	
5	Swimming Pools	4	Rest Rooms	4	Cluster III
6	Boating Facilities	4	Soccer Fields	4	
7	Basketball Courts	4	Picnic Facilities	4	
8	Golf Courses	3	Bike Trails	3	
9	Softball Fields	3	Swimming Pools	3	
10	Picnic Facilities	3	Exercise Trails	3	
11	Historical Facilities	3	Hiking Trails	3	Cluster IV
12	Baseball Fields	3	Other	3	
13	Fishing Piers	3	Golf Courses	3	
14	Exercise Trails	3	Camping	3	
15	Soccer Fields	3	Beach Access	3	
16	Handball Courts	2	Historical Facilities	2	
17	Camping	2	Tennis Courts	2	
18	Football Fields	2	Basketball Courts	2	Cluster V
19	Nature Trails	2	Boating Facilities	2	
20	Beach Access	2	Fishing Piers	2	
21	Bike Trails	2	Football Fields	2	
22	Other	2	Nature Trails	2	
23	Hiking Trails	2	Handball Courts	2	
24	Horse Trails	1	Horse Trails	1	Cluster VI
25	Shuffleboard Courts	1	Shuffleboard Courts	1	

Population Density 5 - Population From 100,000 & Over



EXHIBITS



EXHIBTS

Letter from Robert Weisman and a Copy of Improvements Scheduled.....	A
SCORP Objective Support Documentation.....	B
Copy of Public Meeting Advertisement.....	C-1
Not Applicable (Minutes of Regularly Scheduled Advisory Board Meeting)	C-2
Copy of Survey and Summary of Results.....	C-3
Documentation of Ability to Support Programming & Maintenance.....	D
Not Applicable (Copy of Cooperative Agreement).....	E
Not Applicable (Not an Acquisition Project).....	F
Conceptual Site Plan.....	G
Not Applicable (Not a Trail Project).....	H
Not Applicable (Not a Trail Project).....	I
Not Applicable (Not a Trail Project).....	J
Boundary Map of the Project Area.....	K
Photographs of the Project Area.....	L
Location Map & Directions.....	M
Site Control Documentation.....	N
Not Applicable (Not a REDI Area).....	O

Exhibit "A"

Letter from Robert Weisman, County Administrator certifying the five year capital improvement schedule and a copy of the five-year capital improvement schedule.



**Department of
Parks and Recreation**

2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 642-2640
www.pbcparcs.com

August 22, 2007

Ms. Tamika Ardley, Community Assistance Consultant
Bureau of Design and Recreation Services
Division of Recreation and Parks
Mail Station #585
3900 Commonwealth Boulevard
Tallahassee, FL. 32399-3000

Re: Five Year Capital Improvement Program

Dear Ms. Ardley:

On September 21, 2006, the Palm Beach County Board of County Commissioners officially adopted the County's FY 2007 Five Year Capital Improvement Program. This Capital Improvement Program covers fiscal years 2007 through 2012. There is currently \$850,000 allocated in the FY2007 capital budget for John Prince Park Improvements Phase IV, which include fishing piers, picnic pavilions, canoe and kayak launch areas, landscaping, irrigation, fencing and related utility and support infrastructure.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Weisman", with a long horizontal flourish extending to the right.

Robert Weisman
County Administrator

RW/JM

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

*"An Equal Opportunity
Active Action Employer"*

**Palm Beach County Capital Improvement Program
FY 2007 - FY 2012 (\$ in 1,000)
Capital Project Proposal**

Project Title: John Prince Park Improvements Phase IV

Description: Phase IV improvements include lakeside improvements such as canoe and kayak launch areas, docks, fishing piers and shoreline facilities that facilitate additional waterfront use, a new splash playground, picnic pavilions, landscaping, irrigation, fencing, and related utility and support infrastructure. This project will provide developed acres of Regional Park necessary to maintain County LOS as a result of permits issued for residential development in Park Impact Fee Zone 2. The improvements will provide additional active and passive recreational facilities that serve the needs of new residents in the Central Park District. Funding is from Zone 2 Park Impact Fees.

Cost Projections:

Element	Spending Prior FY's	FY 2006 Current	FY 2007 Request	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Beyond FY 2012	Total
Design				200						200
Acquisition										
Construction		400	850	200	400	400	400	400		3,050
Other										
Total	0	400	850	400	400	400	400	400	0	3,250

Comprehensive Plan

In Comp Plan <u>Y/N</u>	Y
Managed Growth Tier	US
High Hazard Area <u>Y/N</u>	N
Revitalization Overlay	N
Comp Plan Element	ROSE
Policy Number	1.1d,1.2a,1.2b,1.2d
Priority Ranking:	
Policy 1.4-a	4 & 6
Policy 1.4-b	2
Special	N/A

Funding Projections:

Category	Funding Prior FY's	FY 2006 Current	FY 2007 Request	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Beyond FY 2012	Total
Ad Valorem										
Impact Fees		400	850	400	400	400	400	400		3,250
Grants										
Operating										
Bonds										
Other										
Total	0	400	850	400	400	400	400	400	0	3,250

Operating Cost Projections

F/Y	1st Year		Ongoing
	2013		
Staff			
O & M	12		13
Equipment			
Other			
Total	12		13
# of Positions			

Exhibit "B"

The project is consistent with the following issues and goals outlined in the Outdoor Recreation in Florida 2000 manual:

Chapter 6

Visions, Goals and Recommendations – Goals

4. **"Provide more opportunities for a wide range of resource-based outdoor recreation in both urban and rural areas, with a range of facility development from the primitive to the fully developed."** The construction of a fishing pier, canoe/kayak launching site, wetlands restoration and support facilities will provide resource-based outdoor recreation on both Square Lake and Lake Osborne in John Prince Memorial Park. John Prince Memorial Park is surrounded by urban development and provides an excellent setting for nature study and many opportunities for outdoor recreation. (Chapter 6-1)

5. **"Support special programs to broaden public participation in outdoor recreation, improve recreational access for those with physical or mental disabilities, promote a stewardship ethic, encourage volunteerism, and increase public understanding of the value and importance of Florida's natural and cultural resources."** The proposed recreational amenities will be ADA compliant and will provide park patrons with physical disabilities access to outdoor recreation. (Chapter 6-1)

Recommendations by Specific Activity

Picnicking: **"Picnicking can take place in conjunction with another activity or by itself as a designation activity. Local governments and the private sector can best provide for picnicking as a priority activity"** The proposed picnic facilities will serve not only the local residents, but allow park patrons using the baseball fields, nature trail, canoe/kayak trails, and playground facilities to picnic as well. (Chapter 6-11)

Exhibit "C-1"
Public participation documentation
Copy of Public meeting advertisement for SOLE PURPOSE
of discussing the project

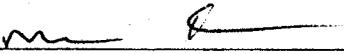
THE PALM BEACH POST
Published Daily and Sunday
West Palm Beach, Palm Beach County, Florida

PROOF OF PUBLICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before the undersigned authority personally appeared **Marc Kramer**, who on oath says that he is **Inside Sales Supervisor** of The Palm Beach Post, a daily and Sunday newspaper, published at West Palm Beach in Palm Beach County, Florida; that the attached copy of advertising for a **Notice** in the matter of **Public Meeting - John Prince** was published in said newspaper in the issues of **August 12, & 19, 2007**. Affiant further says that the said The Post is a newspaper published at West Palm Beach, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she/he has neither paid nor promised any person, firm or corporation any discount rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

NO. 8814148
PUBLIC MEETING NOTICE
A Public Meeting will be held
on August 22, 2007, at
11:30 A.M. at the play-
ground adjacent to the John
Prince Memorial Park Cen-
ter Drive Pavilion, 2700 6th
Avenue South, Lake Worth,
Florida to obtain input on
the Square Lake Develop-
ment and Restoration
Project. A list of project
elements will be reviewed at
that time. All persons inter-
ested in this project are wel-
come to attend. Florida Rec-
reation Development
Assistance Program grant
funds are being applied for
to assist in the funding of
this project. Please contact
Jean Matthews, Senior
Planner, Palm Beach
County Parks and Recre-
ation Department at 966-
6652 if you would like addi-
tional information or if you
need directions to the pub-
lic meeting.
PUB: The Palm Beach Post
August 12, & 19, 2007



Sworn to and subscribed before 20th day of August, A.D. 2007



Personally known XX or Produced Identification _____
Type of Identification Produced _____



Karen M. McLinton
Commission # DD359566
Expires: NOV. 15, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

PUBLIC MEETING NOTICE

A Public Meeting will be held on August 21, 2007, at 11:30 A.M. at the playground adjacent to the John Prince Memorial Park Center Drive Pavilion, 2700 6th Avenue South, Lake Worth, Florida to obtain input on the Square Lake Development and Restoration Project. A list of project elements will be reviewed at that time. All persons interested in this project are welcome to attend. Florida Recreation Development Assistance Program grant funds are being applied for to assist in the funding of this project. Please contact Jean Matthews, Senior Planner, Palm Beach County Parks and Recreation Department at 966-6652 if you would like additional information or if you need directions to the public meeting. PUB: The Palm Beach Post August 12 & August 19, 2007.

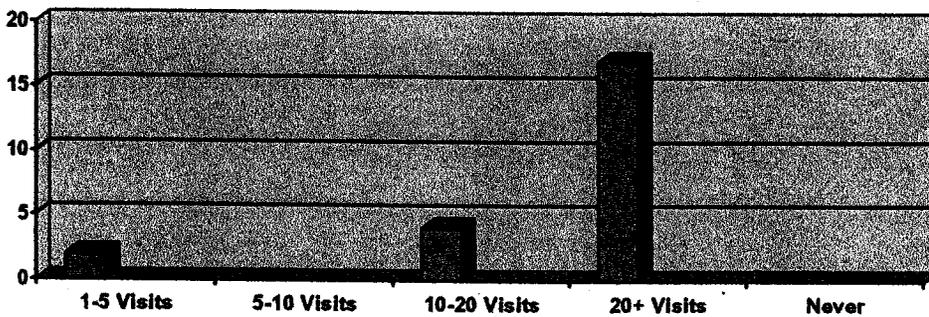
Exhibit "C-2"
Minutes of REGULARLY SCHEDULED advisory board meeting
Not Applicable

Exhibit "C-3"

A copy of the survey and summary of the results

**Palm Beach County Parks and Recreation Department
2007 Park User Survey**

1. How often did you or a member of your household visit John Prince Memorial Park in the past 12 months?
- | | | | | |
|-----|------|-------|------------|-------|
| 1-5 | 5-10 | 10-20 | 20 or more | Never |
| (2) | | (4) | (17) | |



2. Please check the existing park facilities or activities that you or a member of your household used or participated in during the past 12 months and indicate the number of times.

Facility

Playground (7)

Group Picnic Pavilion or Picnic Tables and Grills (9)

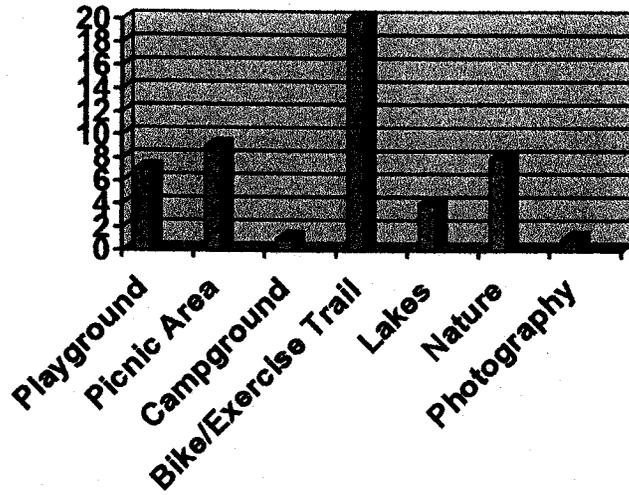
Campground (1)

Bike or Exercise Trails (20)

Lakes for Fishing or Boating (4)

Bird Watching or Nature Study (8)

Photography (1)



3. Are you satisfied with the condition and number of recreational facilities at John Prince Memorial Park?

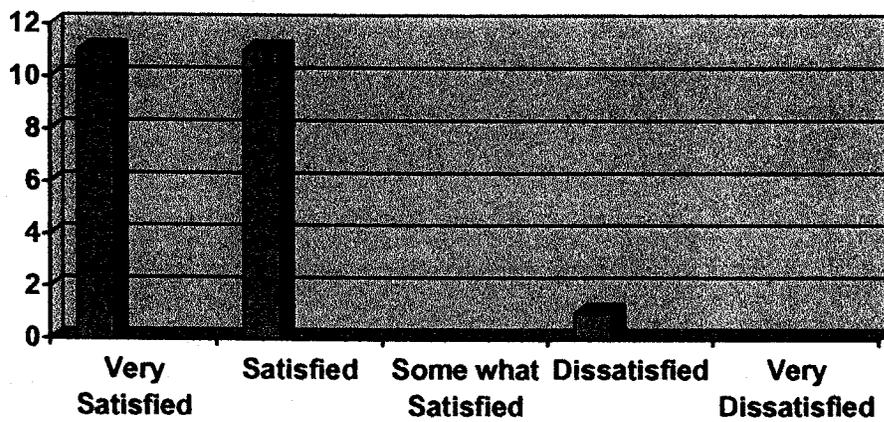
Very Satisfied (11)

Satisfied (11)

Some what Satisfied

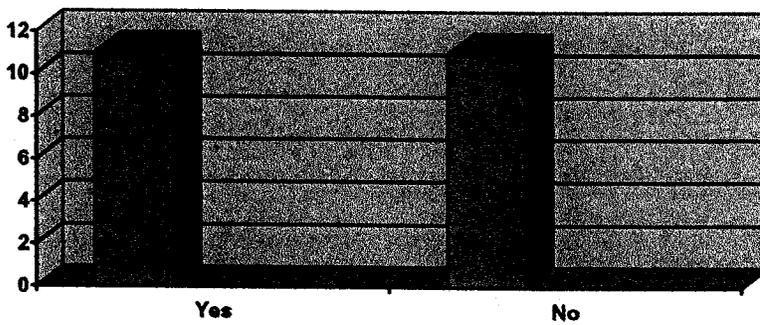
Dissatisfied (1)

Very Dissatisfied



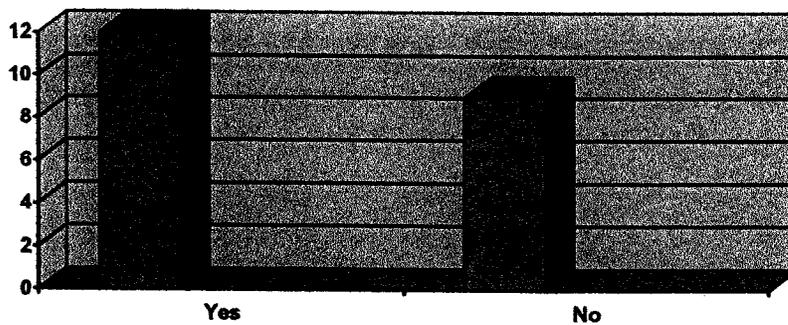
4. Would you be interested in canoe or kayak lessons?

Yes
(11) No
(11)



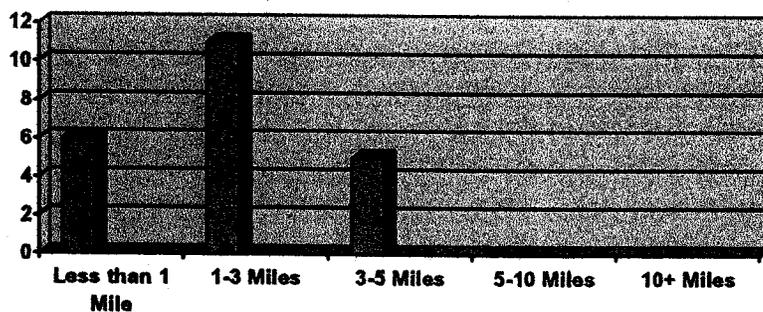
5. Would you be interested in fishing lessons or guided nature walks?

Yes
(12) No
(9)



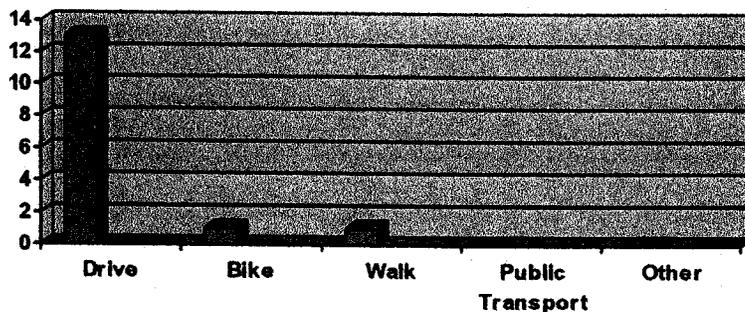
6. How far is John Prince Memorial Park from your home?

Less than 1 mile (6) 1-3 miles (11) 3-5 miles (5) 5-10 miles over 10 miles



7. How do you get to the park?

Drive (13) Bike (1) Walk (1) Public Transportation Other _____



8. Please list the number of male and female PERSONS in your household according to the four (4) age groups noted below, including yourself:

AGE GROUP	# MALE(S)	# FEMALE(S)
Under 18 years	(3)	(2)
18 - 34 years	(3)	(4)
35 - 59 years	(7)	(11)
60 years and over	(2)	

9. Please list any additional recreational facilities not previously mentioned you would like to see added to John Prince Memorial Park.

Vending Machines, Soccer Fields, Pool & Spa, Water Fountains, Shade Structure for the playground, Additional Playground Equipment, Shade trees on Exercise path, Parking and Picnic facilities on Lake Osborne at Mounds Circle.

10. Please write other comments you may have regarding the Palm Beach County Parks and Recreation Department facilities the area provided below.

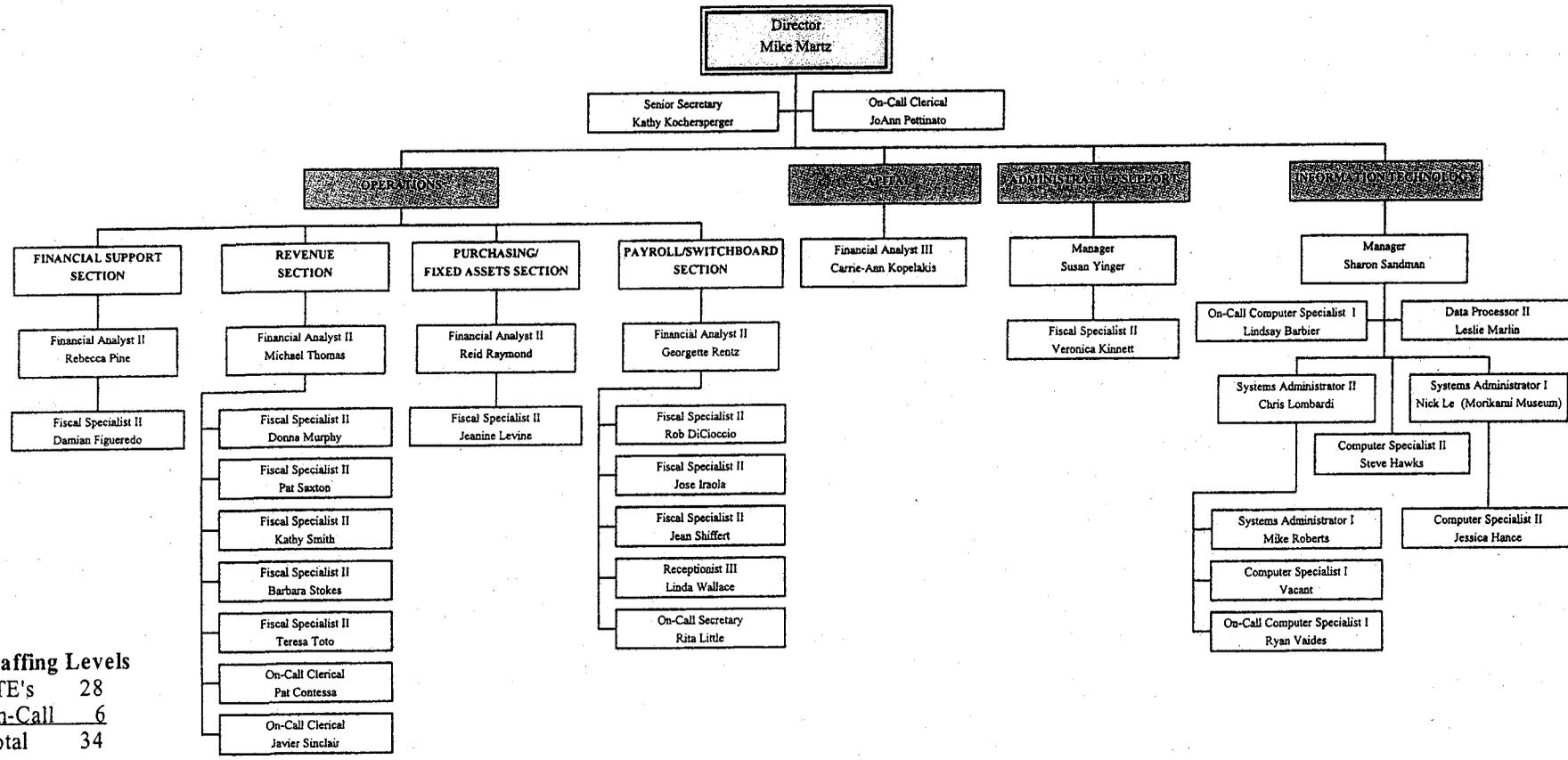
Landscaping at the Administration Building is well done; Park has a disorganized site plan.

Exhibit "D"

Documentation of ability to support programming and maintenance of project site. Provide a copy of the agency organization chart.

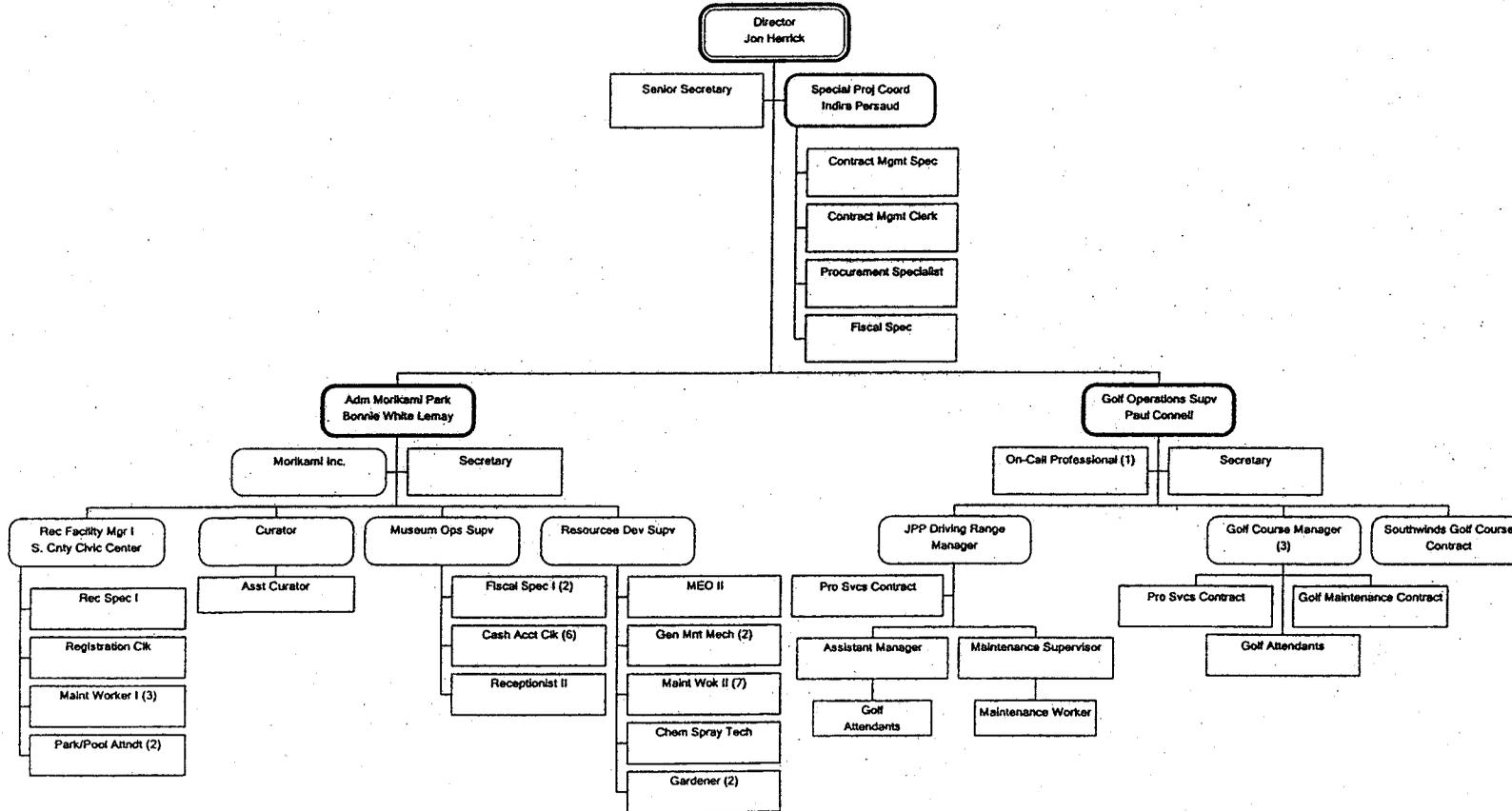
The Palm Beach County Parks and Recreation Department's Maintenance Division has 345 full time employees and a \$35 million dollar budget. In addition the Parks and Recreation Department's Therapeutic Recreation staff is located in John Prince Memorial Park. The proposed ADA compliant amenities will be used by park patrons with disabilities.

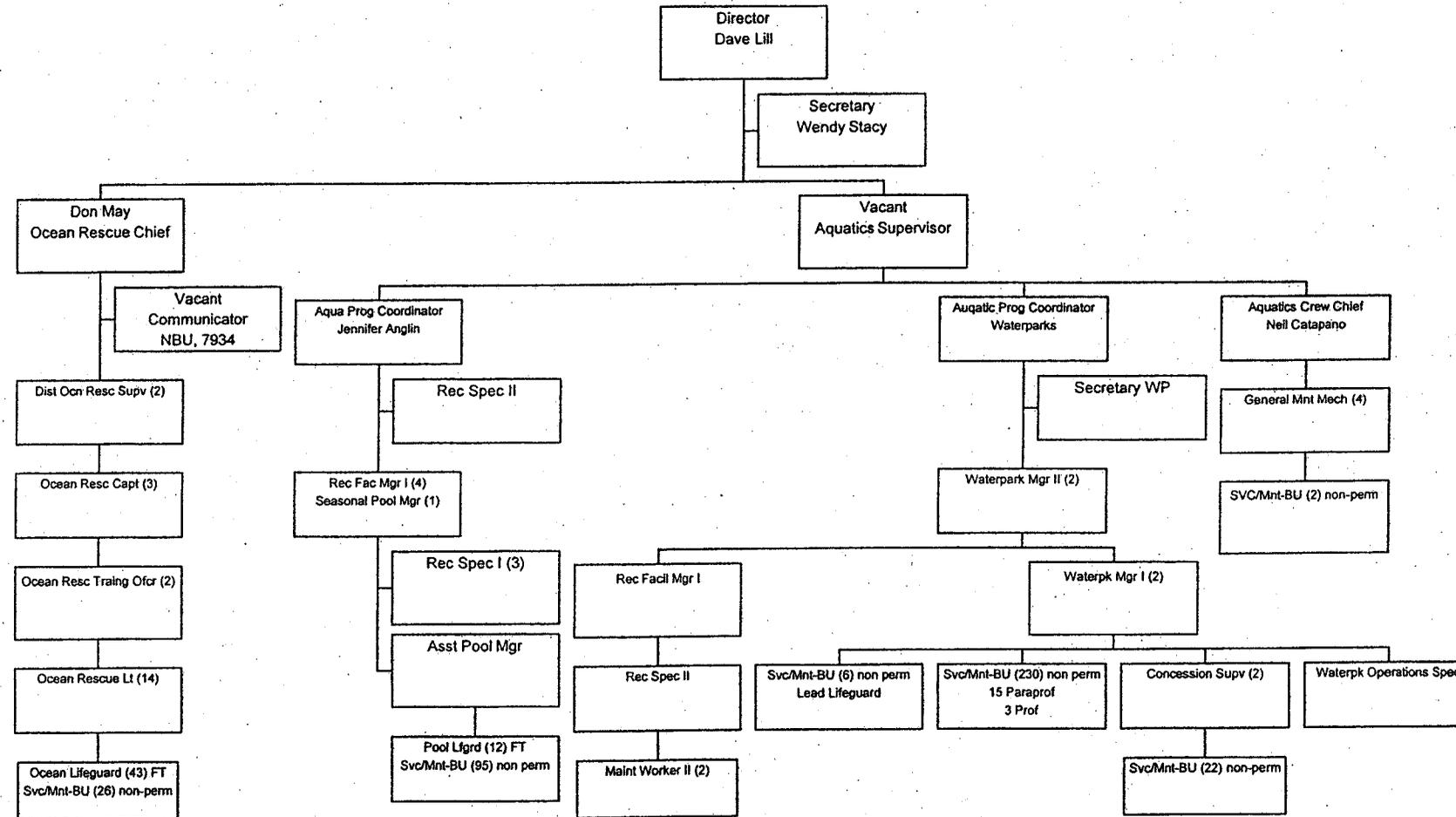
**PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT
PARKS FINANCIAL & SUPPORT SERVICES DIVISION
ORGANIZATIONAL CHART FY 2007**



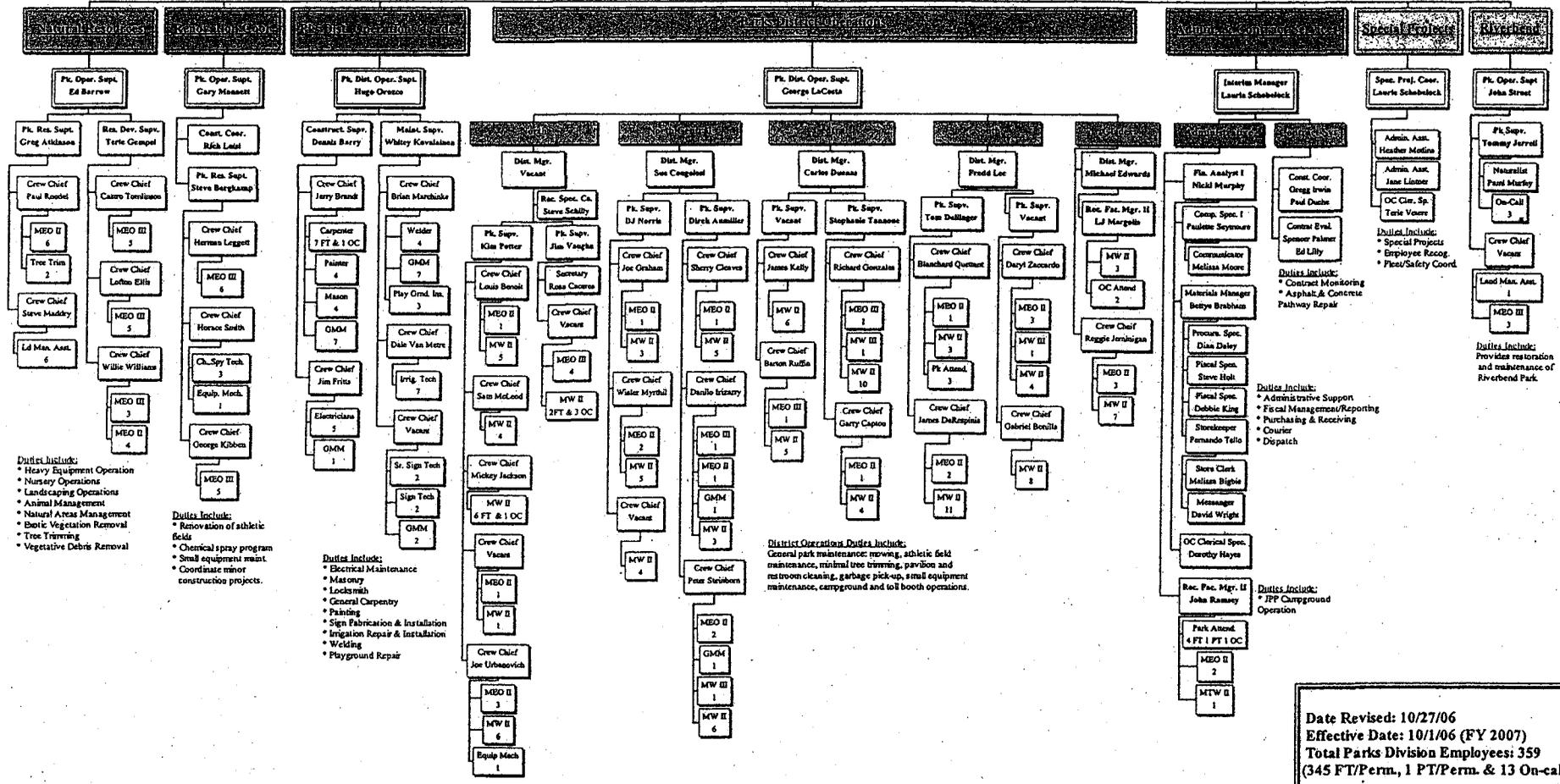
Staffing Levels
 FTE's 28
On-Call 6
 Total 34

Palm Beach County Parks & Recreation Department
 Special Facilities Division
 FY 07 Org Chart





Park Operations Division



Duties Include:

- Heavy Equipment Operation
- Nursery Operations
- Landscaping Operations
- Animal Management
- Natural Areas Management
- Exotic Vegetation Removal
- Tree Trimming
- Vegetative Debris Removal

Duties Include:

- Renovation of athletic fields
- Chemical spray program
- Small equipment maint.
- Coordinate minor construction projects.

Duties Include:

- Electrical Maintenance
- Masonry
- Locksmith
- General Carpentry
- Painting
- Sign Fabrication & Installation
- Irrigation Repair & Installation
- Welding
- Playground Repair

District Operations Duties Include:

General park maintenance: mowing, athletic field maintenance, minimal tree trimming, pavilion and restroom cleaning, garbage pick-up, small equipment maintenance, campground and toll booth operations.

Duties Include:

- Administrative Support
- Fiscal Management/Reporting
- Purchasing & Receiving
- Courier
- Dispatch

Duties Include:

- JPP Campground Operation

Date Revised: 10/27/06
 Effective Date: 10/1/06 (FY 2007)
 Total Parks Division Employees: 359
 (345 FT/Perm., 1 PT/Perm. & 13 On-call)

FALM BEACH COUNTY PARKS & RECREATION
ORGANIZATIONAL CHART FY 2007

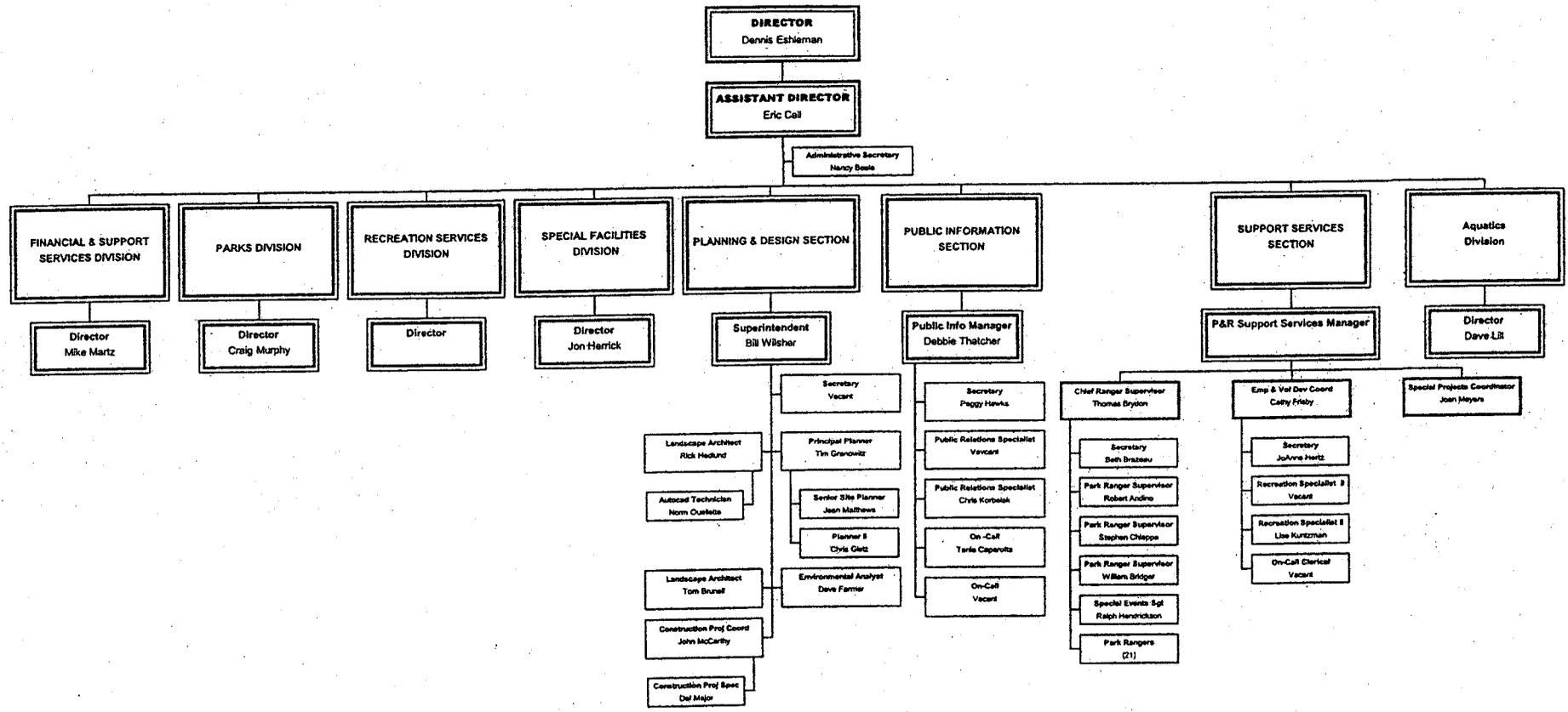


Exhibit "E"

Contract between the Florida Fish and Wildlife Conservation Commission and Palm Beach County, Florida for \$400,000 in funding toward the construction of the John Prince Memorial Park Square Lake Development and Restoration Project.

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$400,000	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$400,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 FWC Contract No. 06186

C. Department Fiscal Review: *JP*

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Dev. and Control Comments:

[Handwritten signatures and dates]
 OFMB *6/22/07* *6/22/07* *6/22/07* *6/22/07*
 Contract Development and Control *6/25/07*

B. Legal Sufficiency: *[Signature]*
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

R2007-1141

JUL 10 2007

FWC Contract No. 06186

**CONTRACT BETWEEN
THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
AND
PALM BEACH COUNTY, FLORIDA
for
SQUARE LAKE/EAST SLOUGH WETLAND
RESTORATION PROJECT**

THIS CONTRACT is entered into by and between the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "COMMISSION," and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is 2300 North Jog Road, 4th Floor, West Palm Beach, Florida 33411-2743 hereafter "COUNTY", herein referred to collectively as the "PARTIES".

NOW THEREFORE, the COMMISSION and the COUNTY, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.** The COUNTY shall perform the project activities and specific responsibilities and obligations as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof.
2. **PERFORMANCE.** The COUNTY shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Any and all equipment, products or materials necessary or appropriate to perform under this Contract shall be supplied by the COUNTY. The COUNTY shall be licensed as necessary to perform under this Contract as may be required by law, rule, or regulation, and shall provide evidence of such compliance to the COMMISSION upon request. The COUNTY shall procure all supplies, pay all charges, fees, taxes and incidentals that may be required for the completion of this Contract. By acceptance of this Contract, the COUNTY warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible recipient.
3. **TERMS.** This Contract shall be effective upon execution by the last party to do so and shall remain in effect until June 30, 2008, inclusive, unless terminated sooner as provided herein. In accordance with Section 287.058(2), Florida Statutes, the COUNTY shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract nor after the termination date of the Contract.
4. **COMPENSATION.** As consideration for the COUNTY's performance under the terms of this Contract, the COMMISSION shall pay the COUNTY on a cost reimbursement basis not exceeding the amount of \$400,000.00. The COMMISSION shall reimburse the COUNTY only for aquatic habitat enhancement that includes the following activities: dewatering, shoreline

excavation, dredging, creation of littoral shelves, and re-vegetation of littoral shelves and wetlands of Square Lake (Refer to Attachment A and Attachment C, "Wetland Construction"). The COUNTY shall be responsible for all other project costs.

5. **PAYMENTS.** The COMMISSION shall pay the COUNTY for satisfactory performance upon submission of invoices, accompanied by reports or deliverables specified in the Scope of Work, and after acceptance of services and deliverables in writing by the COMMISSION's Project Manager. Each invoice shall include the COMMISSION Contract Number and the COUNTY's Federal Employer Identification (FEID) Number. An original and two (2) copies of the invoice shall be submitted. The COMMISSION shall not provide advance payment. All bills for amounts due under this Contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The COUNTY shall be reimbursed on a cost reimbursement basis in accordance with Comptroller Contract Payment Requirements as shown in the Department of Financial Services, Bureau of Accounting and Auditing, Voucher Processing Handbook, Chapter 4., C., I., attached hereto and made a part hereof as Attachment D.

Invoices shall be submitted after acceptance and approval by the COMMISSION of such services and deliverables. Invoices will be submitted no more frequently than monthly.

A final invoice shall be submitted to the COMMISSION no later than June 1, 2008 to assure the availability of funds for payment.

No travel expenses are authorized under the terms of this Contract.

6. **MYFLORIDAMARKETPLACE VENDOR REGISTRATION.** In accordance with Rule 60A-1.030 of the Florida Administrative Code (FAC), each vendor doing business with the State for the sale of commodities or contractual services as defined in Section 287.012, Florida Statutes, shall register in the MyFloridaMarketPlace system, unless exempted under Rule 60A-1.030(3), F.A.C. Information about the registration process is available, and registration may be completed, at the MyFloridaMarketPlace website (link under Business on the State portal at www.myflorida.com). Interested persons lacking Internet access may request assistance from the MyFloridaMarketPlace Customer Service at (866-352-3776) or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, Florida 32399.

7. **TERMINATION.** If a party fails to fulfill its obligations under this Contract in a timely and proper manner, a party not in default shall have the right to terminate this Contract by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, this Contract shall terminate at the expiration of the thirty (30) day time period.

Either party may terminate this Contract at any time for convenience upon thirty (30) calendar days prior written notice to the other party.

Upon the COMMISSION'S termination for default or convenience, the COMMISSION acknowledges and agrees to pay for all work performed up to the date of termination.

Upon termination of this Contract, the COUNTY shall promptly render to the COMMISSION all property belonging to the COMMISSION. For the purposes of this section, property belonging to the COMMISSION shall include, but shall not be limited to, all books and records kept on behalf of the COMMISSION.

8. **TAXES.** The COUNTY recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.

9. **PROJECT MANAGERS.** The COMMISSION'S Project Manager under this Contract shall be Edwin Roman. The COUNTY'S Project Manager shall be Carolyn Beisner. Any change in the designation of either party's Project Manager during the life of this Contract shall be immediately forwarded in writing to the other party.

10. **NOTICES.** Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U. S. Postal Service, or other overnight express service such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

COMMISSION
Edwin Roman
3450 Ferrell Street
New Port Richey, Florida 34655

COUNTY
Richard E. Walesky, Director
Department of Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, Florida 33411-2743

cc: Palm Beach County Attorney's Office
301 North Olive Avenue, Sixth Floor
West Palm Beach, FL 33401

11. **AMENDMENT AND MODIFICATIONS.** No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the parties. The COMMISSION may at any time, by written order designated to be a Modification, make any change in the work within the general scope of this Contract (e.g., specifications, schedules, method or manner of performance, requirements, etc.). However, all Modifications are subject to the mutual Contract of both parties as evidenced in writing. Any Modification that causes an increase or decrease in the COUNTY's cost or the term of the Contract shall require a formal amendment.

12. **RELATIONSHIP OF THE PARTIES.** The COUNTY shall perform as an independent contractor and not as an agent, representative, or employee of the COMMISSION. The COUNTY covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. The parties

agree that there is no conflict of interest or any other prohibited relationship between the COUNTY and the COMMISSION.

13. **INSURANCE.** To the extent required by law, the COUNTY will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the COUNTY shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the COUNTY. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the COUNTY shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the COMMISSION, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

The COUNTY warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the COUNTY's officers, employees, servants and agents while acting within the scope of their employment with the COUNTY.

14. **PUBLIC RECORDS.** This Contract may be unilaterally canceled by the COMMISSION for refusal by the COUNTY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Contract, unless exemption for such records is allowable under Florida law.

15. **RECORD KEEPING REQUIREMENTS.** The COUNTY shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principals. The COUNTY shall allow the COMMISSION, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this Contract. In the event any work is subcontracted, the COUNTY shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

16. **LIABILITY.** Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
17. **NON-DISCRIMINATION.** No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.
18. **PROHIBITION OF DISCRIMINATORY VENDORS.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a COUNTY, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
19. **PROHIBITION OF UNAUTHORIZED ALIENS.** The employment of unauthorized aliens by any COUNTY/vendor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the COUNTY knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The COUNTY shall be responsible for including this provision in all contracts with private organizations issued as a result of this Contract.
20. **NON-ASSIGNMENT.** This Contract may not be assigned in whole or in part without the written approval of the COMMISSION. Any such assignment or attempted assignment shall be null and void.
21. **PROHIBITION OF CONTINGENT FEES.** The COUNTY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the COUNTY, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the COUNTY, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
22. **SEVERABILITY AND CHOICE OF VENUE.** This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

23. **NO THIRD PARTY RIGHTS.** The parties hereto do not intend nor shall this Contract be construed to grant any rights, privileges or interest to any person not a party to this Contract.

24. **JURY TRIAL WAIVER.** As part of the consideration for this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract, or with the products or services provided under this Contract; including but not limited to any claim by the COUNTY of quantum meruit.

25. **FEDERAL/FLORIDA SINGLE AUDIT ACTS REQUIREMENTS.** In accordance with section 215.97, Florida Statutes, the Florida Single Audit Act requires all non-State organizations that are recipients of State financial assistance to comply with the audit requirements of the Act. In addition, recipients and subrecipients of federal financial assistance must comply with the Federal Single Audit Act requirements of OMB Circular A-133. Therefore, the COUNTY shall be required to comply with the audit requirements outlined in Attachment E, titled Requirements of the Federal and Florida Single Audit Acts, attached hereto and made a part of the Contract, as applicable.

In accordance with section 216.347, Florida Statutes, the COUNTY is hereby prohibited from using funds provided by this Contract for the purpose of lobbying the Legislature, the judicial branch or a state agency.

26. **ENTIRE CONTRACT.** This agreement with all incorporated attachments and exhibits represents the entire Contract of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed through their duly authorized signatories on the day and year last written below.

R2007-1141

**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS**

Addie L. Greene

Name: Addie L. Greene
Title: Chairperson

Date: JUL 10 2007

**FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION**

Kenneth D. Hadjad Deputy Chief of Staff

Kenneth D. Hadjad
Executive Director

Date: 7-24-07

Approved as to form and legality:

[Signature]
Palm Beach County Attorney

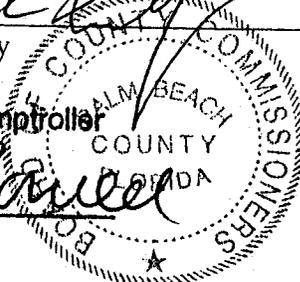
Approved as to form and legality:

[Signature]
FWC Attorney

[Signature]
**APPROVED AS TO TERMS
AND CONDITIONS.**

Sharon R. Bock, Clerk & Comptroller
Palm Beach County

By [Signature]
Deputy Clerk



Attachments and Exhibits in this Contract include the following:

- | | | |
|------------|---|---|
| Attachment | A | Scope of Work |
| Attachment | B | Project Map |
| Attachment | C | Square Lake / E. Slough Wetland Restoration Plan Unit Cost Estimate |
| Attachment | D | Comptroller Cost Reimbursement Requirements |
| Attachment | E | Florida Single Audit Act Requirements |

ATTACHMENT A

SQUARE LAKE AND EASTERN CUSTARD APPLE SLOUGH:

The Lake Osborne restoration project will re-establish historic habitat for fisheries and wildlife by creating and restoring wetland and upland habitat within the Lake Osborne freshwater lake system. The proposed wetland restoration project is located within Palm Beach County's John Prince Park. This 80.61 acre enhancement project will provide a combined restoration/enhancement of approximately 60.29 acres of created/restored freshwater wetlands to improve fisheries habitat.

SCOPE OF WORK: SQUARE LAKE

Approximately 35,000 cubic yards of anoxic mucks in Square Lake will be removed to natural sand bottom. After drawing down the lake, the bottom will be dredged using mechanical methods such as a drag-line. After restoring the sand bottom, deeper areas will be created in the lake for fish utilization. Four and a half acres of shoreline will be scraped back and re-sloped to wetland elevations for planting a mix of herbaceous wetland plant species. To enhance flushing and create additional habitat, a 1.9-acre cut will be excavated to create open water and a 1.77-acre hydric hardwood hammock surrounded by wetland herbaceous planting shelves will be created. Approximately 0.46 acres of open shoreline will be spaced between the littoral zones around the lake to facilitate shoreline fishing. Two fishing piers are planned for the area. An existing 6.8 acres wetland area will be enhanced with 1.2 acres of supplemental plantings of wetland trees and herbaceous understory.

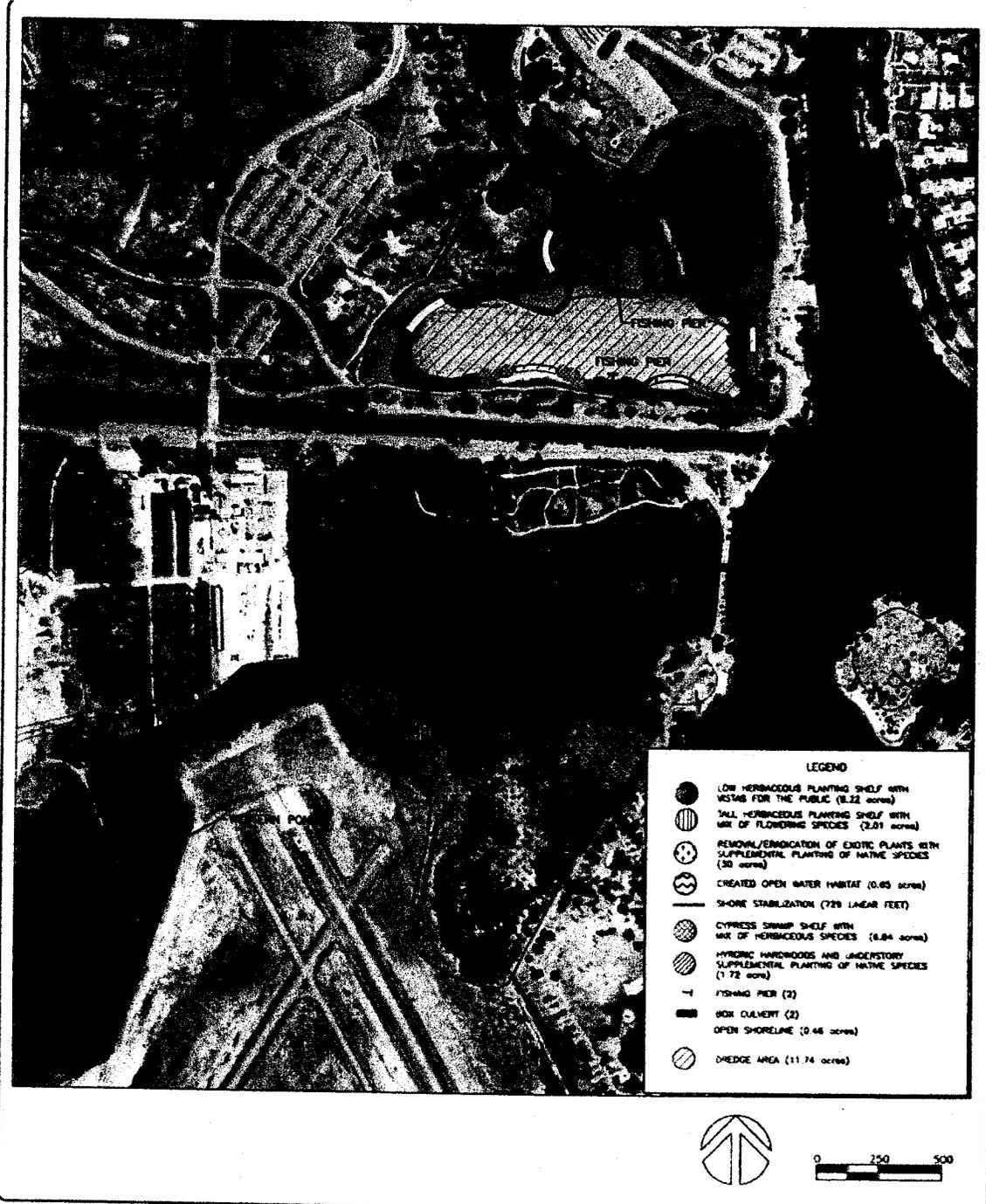
To enhance water management and improve water flow and water quality, the culverts on the southwest corner connecting Square Lake to the L14 canal will be plugged with plans to replace the clogged culverts on the southeast corner connecting to Lake Osborne with a larger box culvert. Boat wakes are not expected to be a problem since it is anticipated that gas engine boats will not be allowed within the oxbow or the lake. This restoration should create approximately 8.48 acres of vegetated wetlands and enhance approximately 6.8 acres of existing mixed wetland habitat and 11.74 acres of open water habitat available for aquatic macrophyte colonization.

This restoration project should create approximately 9.21 acres of wetland habitat available for aquatic macrophyte colonization, restore approximately 23.41 acres of vegetated mixed wetlands, and create 0.65 acres of open water habitat.

Florida Fish & Wildlife Conservation Commission funds will be used for dredging of muck sediments, disposal of dredge material, dewatering, revegetation, and creation of littoral shelf and channel habitat.

ATTACHMENT B

PROJECT MAP



Sheet 1 of 1 Project No.	Project HABITAT RESTORATION MASTER PLAN FOR LAKE OSBORNE	Scale	Number of Copies Approved By Date Checked By Title Noted By		PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2323 BELVEDERE ROAD, BUILDING 608 WEST PALM BEACH, FLORIDA (561) 233-3400
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ATTACHMENT C

Square Lake / E. Slough Wetland Restoration Plan Unit Cost Estimate

DESCRIPTION	WETLAND RESTORATION		FUNDING SOURCES		TOTALS
	QUANTITY	UNIT	AVAILABLE	FWC	
			FUNDING		
PHASE I: PLANNING/DESIGN					
Survey Work	N/A	N/A	\$20,300		\$20,300
Sediment Work	N/A	N/A	\$1,000		\$1,000
Design/Plan/Permitting/Bid	N/A	N/A	\$75,000		\$75,000
Phase I Totals			\$96,300		\$96,300
PHASE II: CONSTRUCTION					
**Mobilization/Demobilizaion	Lump Sum	N/A	40,000		\$40,000
Dewater Lake & Alum Treatment	Lump Sum	N/A	\$60,000	\$15,000	\$75,000
Turbidity Screen	Lump Sum	N/A	\$15,000		\$15,000
Vegetation Removal					
Clearing & chipping	1.68	acre	\$20,160		\$20,160
Selective clearing & chipping	4.01	acre	\$48,120		\$48,120
Exotic Treatment	30	acre	\$105,000		\$105,000
Wetland Construction					
Dredge muck sediments	35,000	cy	\$210,000	\$210,000	\$420,000
Dispose dredged material	35,000	cy	\$35,000	\$35,000	\$70,000
Excavation/Create litt. shlvs	32,395	cy	\$125,000	\$69,370	\$194,370
Excavation/Create channels	7,333	cy	\$22,000	\$22,000	\$44,000
Excavation/Create bird island	5,410	cy	\$32,460		\$32,460
Trucking & spoil removal	45,138	cy	\$90,276		\$90,276
Wetland plants	16.21	acre	\$145,890	\$48,630	\$194,520
Trees	1.55	acre	\$38,750		\$38,750
Infrastructure					
Shoreline armoring	910	lineal ft.	\$109,200		\$109,200
Box Culvert Bridge	2	each	\$170,000		\$170,000
Fishing Docks	2	each	\$100,000		\$100,000
Restoration Allowance	Lump Sum	N/A	\$10,000		\$10,000
Project Management (5%)			\$90,335		\$90,335
Contingency (10%)			\$180,671		\$180,671
Phase II Totals			\$1,647,862	\$400,000	\$2,047,862
PHASE III: MAINTENANCE					
Maintenance (first year)			\$25,500		\$25,500
Monitoring (first year)			\$13,500		\$13,500
Phase III Totals			\$39,000		\$39,000
Totals			\$1,783,162	\$400,000	\$2,183,162

*Costs based on individual projects; costs could be reduced if projects are combined

ATTACHMENT D

Comptroller Contract Payment Requirements
Department of Financial Services, Bureau of Accounting and Auditing
Voucher Processing Handbook (10/07/97)
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

ATTACHMENT E

REQUIREMENTS OF THE FLORIDA AND FEDERAL SINGLE AUDIT ACTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Contractor/Grantee (recipient) may be subject to audits and/or monitoring by the Commission as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Commission staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. In the event the Commission determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Commission staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Comptroller or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Commission by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

PART II: STATE FUNDED

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2)(l), Florida Statutes.

In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Executive Office of the Governor and the Comptroller; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Commission by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Commission other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

PART III: OTHER AUDIT REQUIREMENTS

PART IV: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

The Commission at the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

The Auditor General's Office at the following address:

Auditor General's Office
G74 Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399-1450

Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

The Commission the following address:

Audit Director
Florida Fish and Wildlife Conservation Commission
Bryant Building, Room 170
620 S. Meridian St.
Tallahassee, FL 32399-1600

Any reports, management letter, or other information required to be submitted to the Commission pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Commission for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Contact the Commission's Audit Director by phone at (850) 488-6068.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Commission or its designee, Comptroller, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Commission or its designee, Comptroller, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Commission.

EXHIBIT - 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Agency: Florida Fish and Wildlife Conservation Commission
Federal Agency: XXX
Federal Program: XXX
CFDA No.: XXX
Recipient: XXX
Amount: \$XX

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program:
List applicable compliance requirements as follows:

First applicable compliance requirement (e.g., what services/purposes resources must be used for).

2. Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).

3. Etc.

(NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to. DELETE THIS NOTE.)

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

State Agency: Florida Fish and Wildlife Conservation Commission
Federal Agency: XXX
Federal Program: XXX
CFDA No.: XXX
Recipient: XXX
Amount: \$XX

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Agency: Florida Fish and Wildlife Conservation Commission
State Program: Lake Restoration
CSFA No.: 77.016
Recipient: Palm Beach County
Amount: \$400,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

Exhibit "F"
Not Applicable
This is not an acquisition project

Exhibit "G"

List of existing facilities/improvements on the project site

Existing Facilities include:

- **Group Picnic Pavilion**
- **Playground**
- **Nature trail**
- **Gravel Parking lot**
- **Bike trail**
- **Picnic facilities**

Proposed Facilities include:

- **Fishing Pier**
- **Group Picnic Pavilion**
- **Canoe/Kayak Launch**
- **Playground**
- **Renovation of Existing Playground**
- **Renovation of Existing Picnic Shelter**
- **Renovation of the Existing Bike Trail**
- **Renovation of the Existing Nature Trail**
- **Paving of the Existing Gravel Parking Lot**
- **Renovation of the Existing Restroom**

Exhibit "H"
Not Applicable
This is not a trail project

Exhibit "I"
Not Applicable
This is not a trail project

Exhibit "J"
Not Applicable
This is not a trail project

Exhibit "K"
Boundary Map of Project Area
Directions to project area

Directions

From I-95 exit at 6th Avenue South, head west on 6th Avenue South approximately $\frac{3}{4}$ mile, turn south into the entrance to John Prince Park.



SQUARE LAKE FRDAP.DWG

1 OF 1

SHEET NO.

0 100 200

NORTH



REVISIONS

JOHN PRINCE MEMORIAL PARK
 FRDAP 2008 - 2009
**SQUARE LAKE DEVELOPMENT
 & RESTORATION PROJECT**
 EXHIBIT 'K'

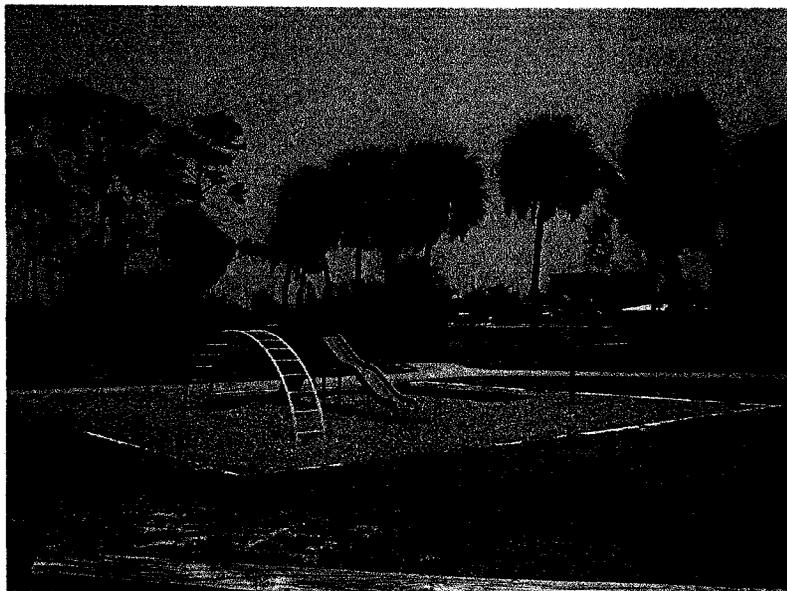
PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT

DESIGNED BY: T. GRANOWITZ
 DRAWN BY: N. OUELLETTE
 DATE: 8/21/2007

APPROVED BY:
 B. WILSHER



Exhibit "L"
Photos





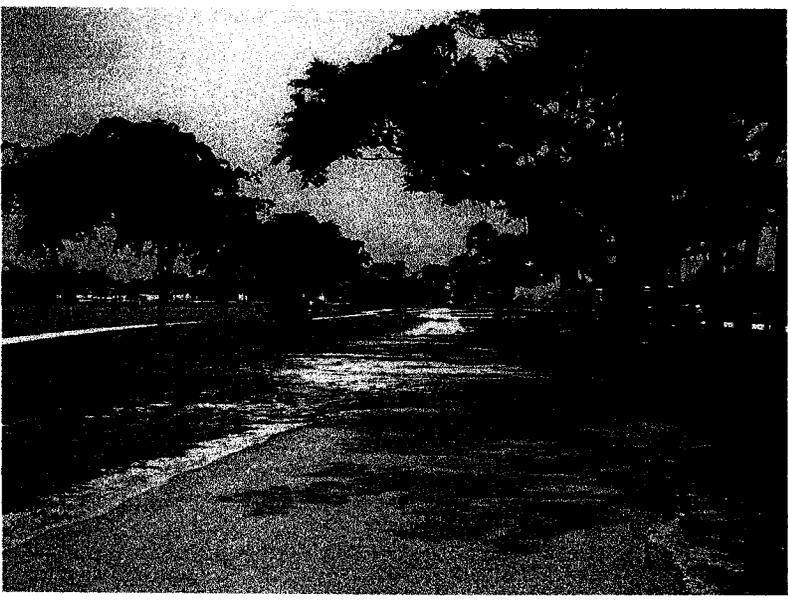
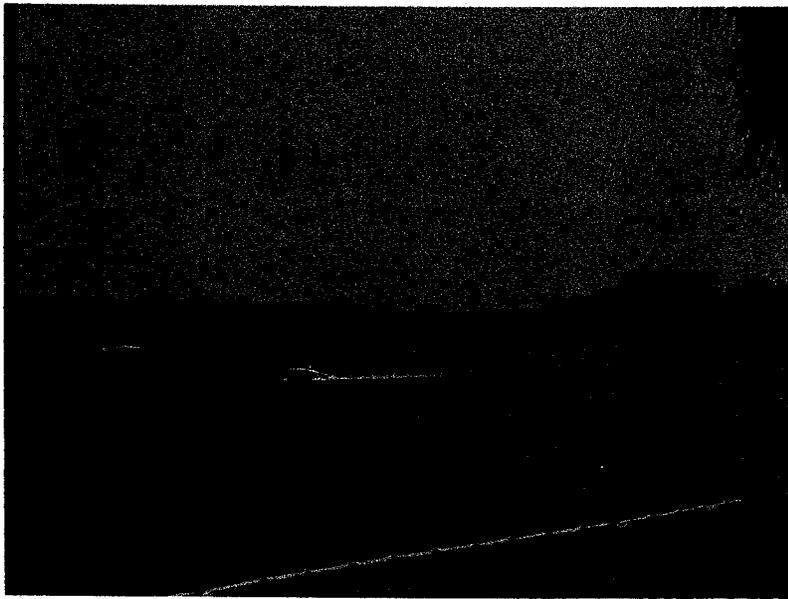
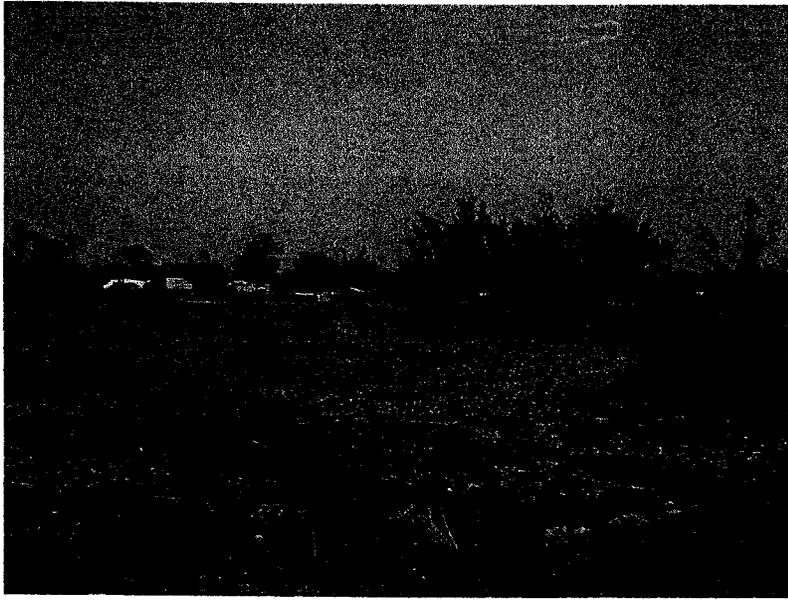


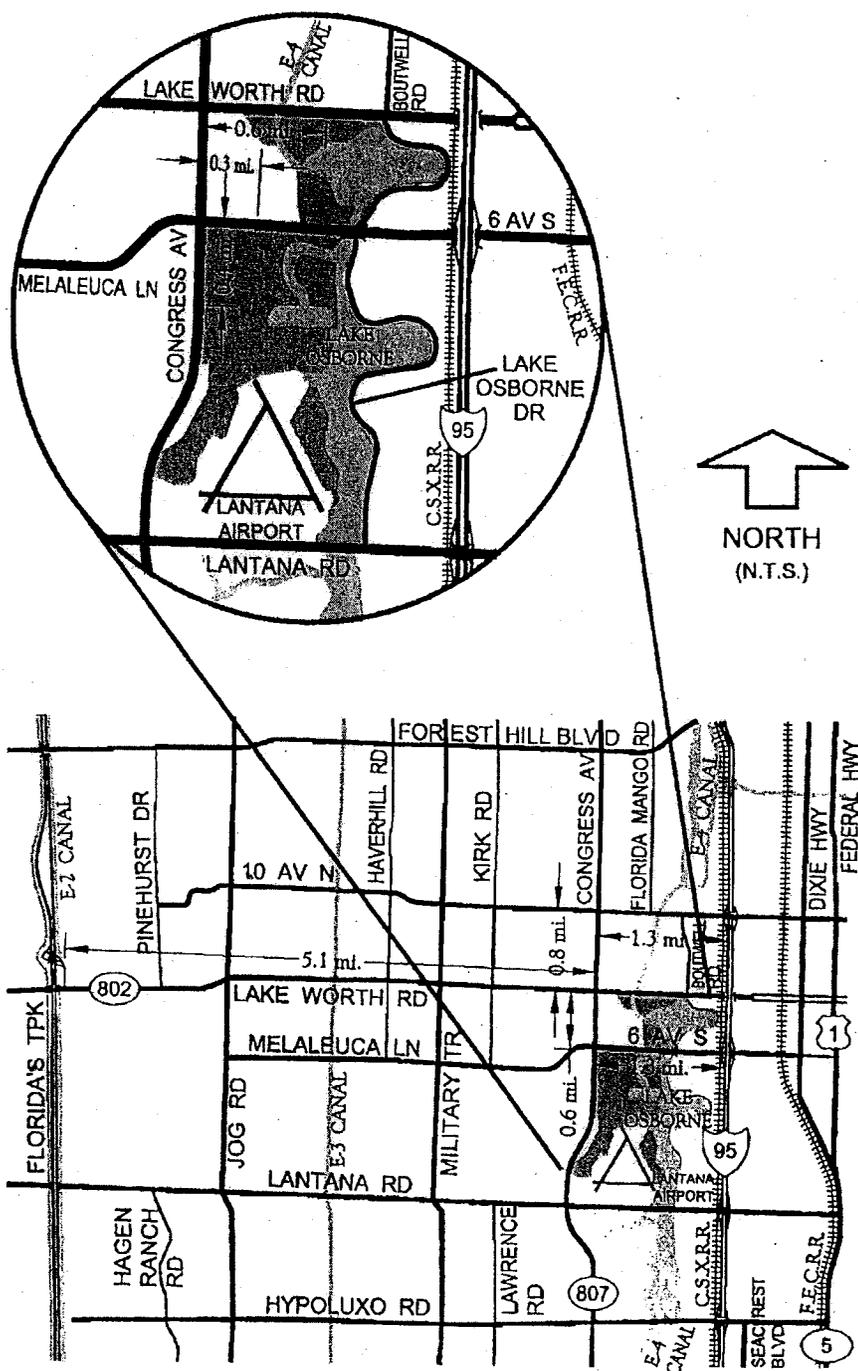


Exhibit "M"
Location Map

Directions

From I-95 exit at 6th Avenue South, head west on 6th Avenue South approximately $\frac{3}{4}$ mile, turn south into the entrance of John Prince Memorial Park

Exhibit "M"
Location Map



Directions

From I-95 exit at 6th Avenue South, head west on 6th Avenue South approximately $\frac{3}{4}$ mile, turn south into the entrance to John Prince Park.

Exhibit "N"
Deed

524 56
TRUSTEES OF THE INTERNAL IMPROVEMENT FUND, STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under and by virtue of the authority of Chapter 19133, Laws of Florida, Acts of 1939, and according to the provisions and procedure provided for in Chapter 19133, Laws of Florida, Acts of 1939, and for and in consideration of the sum of One and 00/100 Dollars (\$1.00) to them in hand paid by the County of Palm Beach, State of Florida, receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed to the said County of Palm Beach, State of Florida, its successors and assigns, for park and forest purposes only, forever, the following described lands, to-wit:

That certain tract of land irregular in shape bounded on the North by the North line of Section 29, Township 44 South, Range 43 East; bounded on the South by the South line of Section 32, same township and range; bounded on the West by the United States Government's Meander line running along the West shore of the lake shown in said Sections 29 and 32, above as surveyed by Wm. J. Reyes, Deputy Surveyor, during the month of November, A. D. 1858, and approved October 26, 1859, by Francis S. Dancy, Surveyor General, said survey notes and plat now being on file in the General Land Office, Washington, D. C.; bounded on the East by a line running parallel to and distant 1,600 feet measured westerly from the East lines of said Sections 29 and 32, Township 44 South, Range 43 East.

All the above tract comprising 555.7 acres, more or less, of which approximately 303 acres are now covered by water and approximately 252.7 acres are unsubmerged but all being formerly submerged land lying beyond the original shore lines as defined by United States Government Surveys.

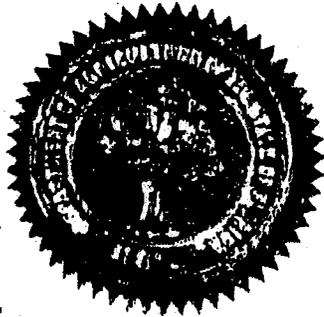
This conveyance is made on the condition that the area above described is to be used for park and forest purposes only, and should said area be used for any purposes other than park and forest, the title to said land shall automatically revert and become the property of the Trustees of the Internal Improvement Fund of the State of Florida.

TO HAVE AND TO HOLD the said above mentioned and described land and premises, and all the title and interest of the Trustees therein as granted to them under Chapter 19133, Laws of Florida,

Acts of 1939, unto the said County of Palm Beach, State of Florida, and its successors and assigns, for park and forest purposes, forever.

SAVING AND RESERVING unto the Trustees of the Internal Improvement Fund of Florida, and their successors, an undivided three-fourths interest in and title in and to an undivided three-fourths interest in all the phosphate minerals and metals that are or may be in, on or under the said above described lands, and an undivided one-half interest in and title in and to an undivided one-half interest in all the petroleum that is or may be in or under the said above described land, with the privilege to mine and develop the same.

IN WITNESS WHEREOF, The Trustees of the Internal Improvement Fund of the State of Florida have hereunto subscribed their names and affixed their seals, and have caused the seal of the "DEPARTMENT OF AGRICULTURE OF THE STATE OF FLORIDA" to be hereunto affixed, at the Capitol, in the City of Tallahassee, on this the 9th, day of October, A. D. 1939.



Frank P. O'Connell (SEAL)
Governor.

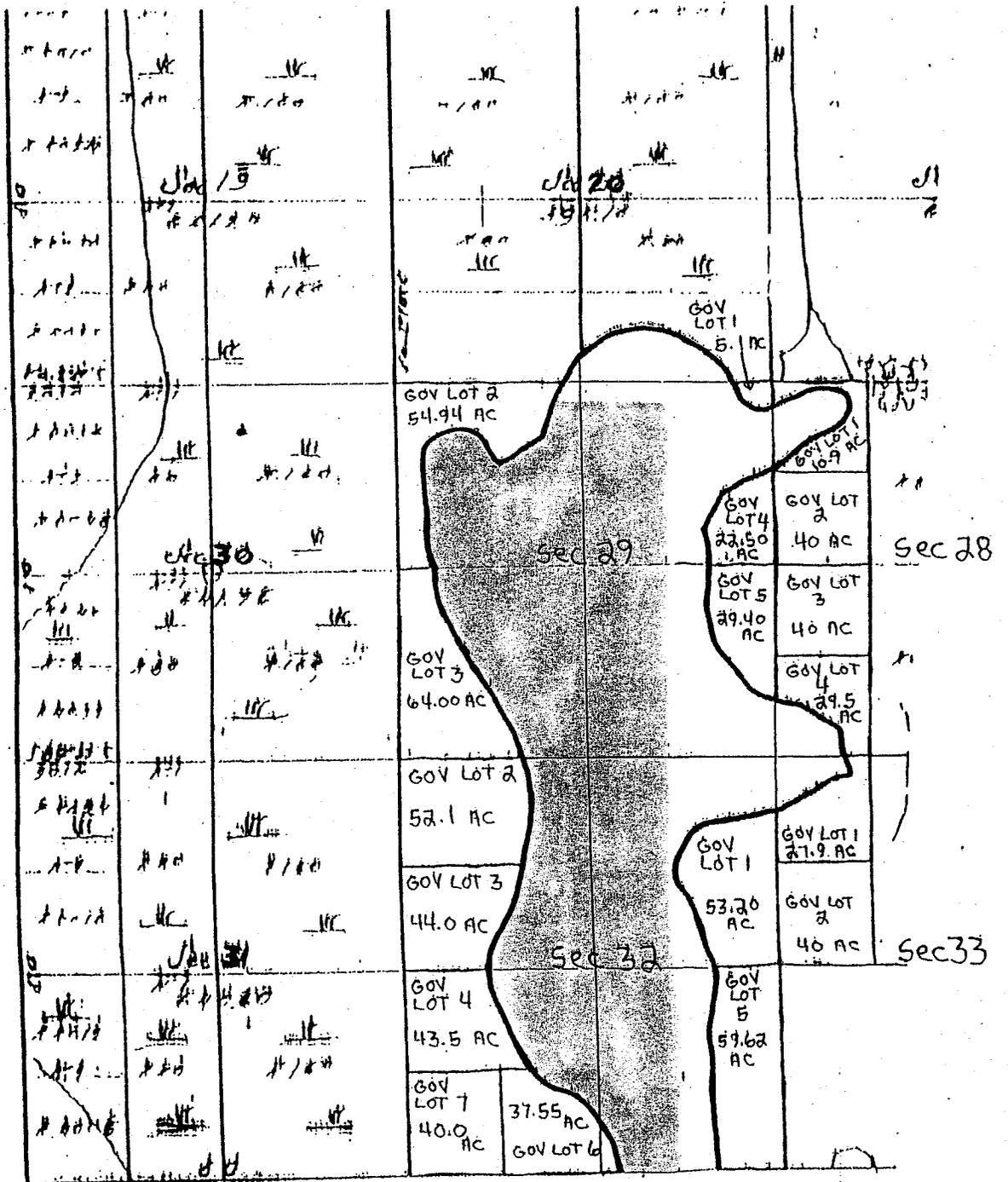
M. H. ... (SEAL)
Comptroller.

M. T. ... (SEAL)
Treasurer.

George ... (SEAL)
Attorney General.

... (SEAL)
Commissioner of Agriculture.

This Instrument was filed for Record at 3:45 P. M. this 23 day of Oct 1939, and Recorded in Vol. B. & 594 at page 96. Record Verified by G. O. Butler, Clerk Circuit Court, Palm Beach County, Florida.
By *...* Deputy Clerk.



DB 594 P 56

Exhibit "O"
Not Applicable
Project is not located in a REDI area.

