

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 20, 2007

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: **A)** Interlocal Agreement with the City of Boynton Beach for the period November 20, 2007, through November 19, 2010, in an amount not-to-exceed \$380,000 for funding of Boat Club Park Renovations; **B)** Budget Transfer of \$355,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2003 from Reserves to Boynton Beach Boat Club Park Renovations; and **C)** Budget Transfer of \$25,000 within the \$26.3M Park Improvement Revenue Bond from Boynton Inlet Boat Ramp Park to Boynton Beach Boat Club Park Renovations.

**Summary:** This Agreement provides funding for improvements to Boynton Beach Boat Club Park located on South Federal Highway in Boynton Beach. Funding is from the 1996 \$25.3 Million Park Improvement Revenue Bond issue, as amended (\$25,000), and the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum, as amended (\$355,000) – District 4. District 4 (PK)

**Background and Justification:** On November 5, 2002, a bond referendum, as amended, was passed by the voters of Palm Beach County in the amount of \$50 Million for the issuance of general obligation bonds for the purpose of financing the acquisition, construction of, and/or improvements to certain recreation and cultural facilities. This project represents one such recreational/cultural project. Additionally, the residual balance from the Boynton Inlet Boat Ramp Park project from the 1996 \$25.3M Park Improvement Revenue Bond is being transferred to this project.

Boat Club Park in Boynton Beach is heavily used by County residents. Renovations to the park include renovation or replacement of the restroom, replacement of picnic shelters and park furnishings, landscaping, and replacement of handrails on the boardwalk. The \$380,000 from County bond funding will pay the total cost of the renovations.

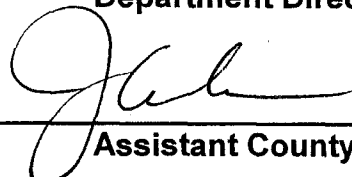
The specified completion date for construction of the renovations and submission of reimbursement documentation for the project is November 19, 2010. The term of the Agreement is until November 19, 2037, which is the standard 30 year term for Bond Agreements. The Agreement has been executed by the City of Boynton Beach, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. Interlocal Agreement
  2. Budget Transfers (2)
- 

Recommended by:   
Department Director

10/29/07  
Date

Approved by:   
Assistant County Administrator

11/6/07  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>380,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<u><b>380,000</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>	<u><b>-0-</b></u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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

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

\$25M GO 03, Parks & Cultural Facilities	3019-581-9900-9908	\$355,000
\$26.3M NAV 96, Parks & Recreation Facilities (Boynton Boat Ramp P)	3017-581-P194-8101	<u>\$25,000</u>
	Total	<u>\$380,000</u>

**C. Departmental Fiscal Review:** ckopelakis

**III. REVIEW COMMENTS**

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

John D. [Signature] 11-1-07  
 OFMB 11/1/07  
 CN 10/31/07

Ann J. [Signature] 11/2/07  
 Contract Development & Control  
 E. [Signature] 11/2/07

**B. Legal Sufficiency:**

Paul F. [Signature] 11/5/07  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Departmental Review:**

REVISED 09/2003  
 ADM FORM 01

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

G:\SYINGER\Bond2002\Boynton Beach - Boat Club Park Restroompavilionplayground\agd.doc

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF BOYNTON BEACH FOR BOAT CLUB PARK RENOVATIONS**

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

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY owns and operates Boat Club Park located on South Federal Highway in Boynton Beach, hereinafter referred to as "the Project"; and

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

**WHEREAS**, the Project represents recreation projects enumerated in the 1996 \$25.3 Million Park Improvement Revenue Bond Issue, as amended; and

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

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

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

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

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

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

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

## **ARTICLE 1: GENERAL**

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

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

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$380,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

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

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the construction of the Project shall be Wally Majors, Recreation and Parks Director, Boynton Beach, 561-742-6255.

Section 1.06 MUNICIPALITY shall construct renovations on the property as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 MUNICIPALITY shall utilize its procurement process for all construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds the COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

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

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto,

MUNICIPALITY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

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

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

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

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

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

### **ARTICLE 3: FUNDING**

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

**Section 3.02** The COUNTY shall reimburse project costs under the terms of this Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY 's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to the COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by the MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY 's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

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

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

**Section 3.05** The County agrees to reimburse MUNICIPALITY an amount not to exceed \$0 for pre-agreement costs .

**Section 3.06** For construction projects fully funded by the County, no more than 10% of the County's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Agreement. For construction projects not fully funded by the County, all design and engineering costs associated with the project shall be borne by the MUNICIPALITY, and will not be eligible for reimbursement from the County.

**Section 3.07** County shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide the County with a certification, in a form acceptable to the County, from an independent auditor that the MUNICIPALITY has complied with this Project funding provision. The County will be

entitled to rely on that certification in reimbursing Project costs to the MUNICIPALITY under this Agreement.

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

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. The COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 4.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. MUNICIPALITY may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of the COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY transfers ownership of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the project to a party or parties not now a part of this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of the COUNTY.

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

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

respect to use of the Project.

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

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

#### **ARTICLE 6: ACCESS AND AUDITS**

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the design/construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by the COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. The COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

#### **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to the COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

With a copy to:

County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401



As to the MUNICIPALITY:

City Manager  
City of Boynton Beach  
100 East Boynton Beach, Boulevard  
Boynton Beach, Florida 33435

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

The COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from the COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, the COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once the COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

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

#### **ARTICLE 10: FILING**

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

#### **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that MUNICIPALITY is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arriving out of or relating

to any intentional or negligent act or omission of MUNICIPALITY its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

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

## **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the MUNICIPALITY acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

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

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

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

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

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

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.

4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.
5. The Contractor agrees to carry builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum.

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

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

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

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

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

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

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

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

#### **ARTICLE 17: THIRD PARTY BENEFICIARIES**

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

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

**ATTEST:**

**SHARTON R. BOCK, Clerk & Comptroller**

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

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

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

**ATTEST:**



**CITY OF BOYNTON BEACH**

By: Janet M.  
Clerk

By: Jenny Taylor  
Mayor

**APPROVED AS TO TERMS AND CONDITIONS:**

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

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

By: DNR  
Municipality Attorney

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

By: \_\_\_\_\_  
County Attorney

**EXHIBIT A**

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

# The City of Boynton Beach

MAY 22 2007



Recreation & Parks Department  
Administration  
100 E. Boynton Beach Blvd.  
P.O. Box 310  
Boynton Beach, Florida 33425-0310  
(561) 742-6224  
FAX: (561) 742-6233  
Email: [majorsw@ci.boynton-beach.fl.us](mailto:majorsw@ci.boynton-beach.fl.us)  
[www.boynton-beach.org](http://www.boynton-beach.org)

May 11, 2007

Commission Mary McCarty  
Board of County Commissioners  
Palm Beach County  
301 N. Olive Avenue  
West Palm Beach, FL 33401

Dear Commission McCarty:

Thank you for your donation of \$380,000 for the renovation of Boat Club Park. This park is heavily used by both Boynton Beach and Palm Beach County residents and is being "loved to death." These funds will go a long way towards enhancing the facilities and the aesthetic nature of the park. Our plans are as follows:

- **Renovation or replacement of the restroom** - this building is the first and last to be used by boaters and is a vital component of the park.
- **Replacement of the picnic shelters** - these shelters were constructed in the 1960's and are outdated and deteriorated. We plan to replace them with modern shelters that emulate the nautical theme of the park.
- **Replacement of park furnishings** - the existing benches were constructed with the original shelters and are damaged and uncomfortable. Parks should be inviting places and the replacement of the furnishings will compliment the nautical theme of the shelters.
- **Landscaping** - plants do have a "life span" and most of the plants in the park are either at the end of their years or have already been removed.
- **Replacement of the handrails on the boardwalk** - the flat handrails on the boardwalk are commonly used to clean fish. This has created gouged, stained and splintered handrails. Replacement with a round metal handrail will prevent this in the future.

*America's Gateway to the Gulfstream*


The following is a breakdown of the cost estimates:

<b>ELEMENT</b>	<b>COST</b>
Restrooms	175,000
Picnic Shelters	110,000
Park Furnishing	50,000
Landscaping	25,000
Handrails	20,000
<b>TOTAL</b>	<b>\$380,000</b>

An aerial map that indicates that location of the renovations and a legal description are attached.

If you need any other information to proceed with the Agreement, please let us know. We look forward to working with you on this project. Thank you.

Sincerely,

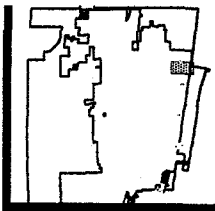
  
Wally Majors, Director  
Recreation and Parks Department

(attachments)

c: Dennis Eshleman, Director, PBC Parks and Recreation Department  
Susan Yinger, Administrative Support Manager, PBC Parks and Recreation Department  
Jody Rivers, Parks Superintendent, City of Boynton Beach  
Kurt Bressner, City Manager, City of Boynton Beach

WM/jr





- Tax Parcel (2005)
- Water
- City Boundary (2005)
- Utility Service Boundary



Green - Shelter/Orange - Boardwalk/Purple - Restroom/Landscaping - Where Needed

1 in. = 164.6 feet





**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

Documentary Tax Pd \$ 1732.50  
Intangible Tax Pd.  
Clerk, Palm Beach County, Florida  
*John B. Dunkle*

This instrument was prepared by:  
GENE MOORE, LAWYER  
639 E. Ocean Avenue  
Post Office Box 910  
Boynton Beach, Fla.  
33425

# Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

85 003192  
1985 JAN -4 PM 2:19

This Indenture, Made this 3<sup>rd</sup> day of January 1985, Between  
ARNOLD STROSHEIN, Individually and as Trustee, conveying his separate  
non-homestead property  
of the County of Palm Beach State of Florida, grantor, and  
CITY OF BOYNTON BEACH, FLORIDA, a Florida municipal corporation  
whose post office address is 102 East Boynton Beach Blvd. Boynton Beach, Florida 33435  
of the County of Palm Beach State of Florida, grantee,

Witnesseth, That said grantor, for and in consideration of the sum of  
TEN-----no/100 Dollars,  
and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby  
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following  
described land, situate, lying and being in Palm Beach County, Florida, to-wit:

From the Southwest corner of LOT 12, SAM BROWN JR.'S HYPOLUXO SUBDIVISION, according to  
the Plat thereof, recorded in Plat Book 1, Page 81 of the Public Records of Palm Beach  
County, Florida, running Easterly along the South line of said Lot 12, a distance of  
94.84 feet to the East right-of-way line of State Road No. 5 and an iron pipe, THE POINT  
OF BEGINNING; thence running an angle of 82°26' from East to North running Northerly along  
the East right-of-way line of State Road No. 5, a distance of 203.44 feet, thence turning  
an angle of 97°34' from South to East and running East a distance of 328.62 feet to an iron  
pipe, thence turning an angle from West to South of 82°26' and running Southerly on a line  
parallel to the West line hereof, a distance of 203.44 feet to an iron pipe; thence turning  
an angle of 97°34' from North to West and running West a distance of 328.62 feet to an iron  
pipe and THE POINT OF BEGINNING. SUBJECT TO: easements, reservations, restrictions, road-  
right-of-way of record, if any, and taxes for the year 1985 and thereafter. SUBJECT FURTHER  
to that certain mortgage in the original principal amount of \$95,000.00 in favor of Millicen  
Opportunities Corp., said mortgage being dated January 16, 1978 and recorded in O.R.B.2802  
at Page 1341 of the Public Records of Palm Beach County, Florida, which mortgage Grantees  
agree to assume and pay.

285000  
1732560

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all  
persons whomsoever.

\* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.  
Signed, sealed and delivered in our presence:

Patti A. Rising (Seal)  
Barbara P. Carter (Seal)  
Arnold Stroshein, Individually and as Trustee (Seal)  
\_\_\_\_\_  
(Seal)

STATE OF FLORIDA:  
COUNTY OF PALM BEACH  
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared  
ARNOLD STROSHEIN, INDIVIDUALLY AND AS TRUSTEE,

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that  
he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3<sup>rd</sup> day of January  
1985.

My commission expires: \_\_\_\_\_  
Barbara P. Carter  
Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPT 23, 1988  
BONDED THRU GENERAL INS. UNDERWRITERS

RECORD VERIFIED  
PALM BEACH COUNTY FLA  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

Return: Gene Moore ✓ 53  
P. O. Box 910  
Boynton Beach, Fla.  
Rec. - 5.60  
Fla. St. - 1,732.50  
Surtax -  
Intang. -  
\$ 1,738.10

B4435 P1265

Name: WILL CALL - #55  
 Address: ✓  
 Return: Ger core  
 P. O. BOX 910  
 Boynton Beach, Fla.  
 Rec. - 6.60  
 Fla. St. - 60.50.00  
 Surtax -  
 Intang. -

PROJECT B  
 EXHIBIT B  
 PAGE 1 of 3

This Instrument Prepared by:

DEC-20-1988 03:27pm 88-351741

Address: THIS INSTRUMENT WAS PREPARED BY  
 GENE MOORE  
 ATTORNEY-AT-LAW  
 P. O. BOX 910  
 BOYNTON BEACH, FLORIDA 33426

ORB 5909 Pg 1058

Con 1,100,000.00 Doc 6,050.00  
 JOHN B. DUNKLE, CLERK - PB COUNTY, FL

Property Appraisers Parcel Identification (Folio) Number(s):

SPACE ABOVE THIS LINE FOR RECORDING DATA

**This Warranty Deed** Made the 10th day of November A. D. 1988 by  
 KIRSCH HOLDING CO. INC., a New Jersey Corporation

hereinafter called the grantor, to

CITY OF BOYNTON BEACH, FLORIDA, A Florida Municipal Corporation

whose postoffice address is City Hall, Boynton Beach, Florida 33435

hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

LOT 7, of SAM BROWN JR.S' HYPOLUXO SUBDIVISION, to the Town of Boynton Beach, County of Palm Beach, Florida, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1 at Page 81, LESS the Right-of-Way for state Road 5, (U.S. Highway #1)

SUBJECT TO: easements, reservations, restrictions, road-right-of-way of record, if any, and taxes for the year 1988 and thereafter.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1987

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*Charles Epstein*  
 Martin Epstein  
*William C. Nowels*  
 William C. Nowels

~~KIRSCH HOLDING CO., INC.,~~  
 a New Jersey Corporation

BY: Irving B. Kirsch, President

L.S.

L.S.

STATE OF NEW JERSEY  
 COUNTY OF MONMOUTH

RECORD VERIFIED  
 PALM BEACH COUNTY, FLA.  
 JOHN B. DUNKLE  
 CLERK CIRCUIT COURT

HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Irving B. Kirsch, President of Kirsch Holding Co., Inc., a New Jersey Corporation to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November A. D. 1988

My commission expires 6/28/89

*Eileen M. West*  
 EILEEN M. WEST  
 Notary Public NOTARY PUBLIC NEW JERSEY  
 My Commission Expires June 28, 1989

Grantee's Address Furnished 120 E. Boynton Beach Blvd

WILL CALL #55  
Return: Gene Moore  
P. O. # 910  
Boynton Beach, Fla.  
Rec. - 11.10  
Fla. St. - 5500.00  
Surtax -  
Intang. -

PROJECT B  
EXHIBIT B  
PAGE 2 of 3

This Instrument Prepared by: 5511, 10

Address: THIS INSTRUMENT WAS PREPARED BY  
GENE MOORE  
ATTORNEY-AT-LAW  
P. O. BOX 910  
BOYNTON BEACH, FLORIDA 33435

Property Appraisers Parcel Identification (Follo) Number(s):

DEC-20-1988 03:27pm 88-351742

ORB 5909 Pg 1059

Con 1,000,000.00 Doc 5,500.00  
JOHN B DUNKLE, CLERK - PB COUNTY, FL

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 10<sup>th</sup> day of NOVEMBER A. D. 1988 by IRVING B. KIRSCH and CLARA F. KIRSCH, his wife (a/k/a Clara Kirsch)

hereinafter called the grantor, to

CITY OF BOYNTON BEACH, FLORIDA, a Florida Municipal Corporation

whose postoffice address is City Hall, Boynton Beach, Florida 33435 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**Witnesseth:** That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Palm Beach County, Florida, viz:

LOTS 8 and 9 of SAM BROWN JR.'S HYPOLUXO SUBDIVISION, to the Town of Boynton Beach, County of Palm Beach, Florida, according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat book 1 at Page 81, LESS the Right-of-Way for State Road 5 ( U.S. Highway No.1) SEE ATTACHED FOR FURTHER LEGAL DESCRIPTION TO SUBMERGED LANDS.

SUBJECT TO: easements, reservations, restrictions and road-right-of way of record, if any, and taxes for the year 1988 and thereafter.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining.

**To Have and to Hold,** the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 88

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*Walter J. Nowels*  
Walter J. Nowels  
*William C. Nowels*  
William C. Nowels

*Irving B. Kirsch*  
Irving B. Kirsch  
*Clara F. Kirsch*  
Clara F. Kirsch

STATE OF NEW JERSEY  
COUNTY OF MONMOUTH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared IRVING B. KIRSCH AND CLARA F. KIRSCH, his wife to me known to be the person described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of November A. D. 19 88

My commission expires 6/28/89

*Eileen M. West*  
Eileen M. West  
Notary Public  
NOTARY PUBLIC OF NEW JERSEY  
June 28, 1989

PROJECT B  
EXHIBIT B

PAGE 3 of 3

AND a Tract of submerged land in Section 15, Township 45 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at a point in the South line of Lot 9, Sam Brown Jr.'s Hypoluxo Subdivision, according to the plat thereof, on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded in Plat Book 1, page 81, at a distance of 989.93 feet South  $89^{\circ} 19' 00''$  East of the Southwest corner of said Lot 9, said point being in the high water line of the West shore of Lake Worth; thence North  $12^{\circ} 06' 34''$  East, along said high water line a distance of 149.40 feet to a point in the North line of said Lot 9; thence South  $89^{\circ} 18' 20''$  East, along said North line projected Easterly, a distance of 217 feet, more or less to a point in the City of Boynton Beach Bulkhead Line, as established November 19, 1956, by Ordinance No. 289-1; thence South  $4^{\circ} 42' 28''$  West, along said City of Boynton Beach Bulkhead Line, a distance of 146.77 feet, to a point in the Easterly projection of the said South line of Lot 9; thence North  $89^{\circ} 19' 00''$  West, along the Easterly projection of the said South line of Lot 9, a distance of 237 feet, more or less, to the Point of Beginning.

RECORD VERIFIED  
PALM BEACH COUNTY, FLA.  
JOHN B. DUNKLE  
CLERK CIRCUIT COURT

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES  
PURCHASE SCHEDULE FORM



CONTRACT PAYMENT REQUEST

\_\_\_\_\_ Date \_\_\_\_\_  
Grantee: \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

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

Key Legend

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

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

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

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

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

PBC USE ONLY

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

Reviewed and Approved By:

\_\_\_\_\_  
PBC Project Administrator Date

\_\_\_\_\_  
Department Director Date



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

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

**EXHIBIT C**

Grantee: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Submittal #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

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

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

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

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

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





**EXHIBIT D**

**PRE-AGREEMENT COST LIST**

**(NOT APPLICABLE)**



STAR INSURANCE COMPANY

CERTIFICATE OF INSURANCE

DATE ISSUED: 10/11/07

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

**INSURED**  
City of Boynton Beach  
100 E. Boynton Beach Boulevard  
Boynton Beach, FL 33425

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate DOES NOT amend, extend or alter the coverage afforded by the policies below.

**COMPANIES AFFORDING COVERAGE**

COMPANY (A) STAR INSURANCE COMPANY

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

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

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

**COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CP 02677 29	10/1/2007	4/1/2009	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person)	SEE BELOW SEE BELOW
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	N/A	N/A	N/A	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE	N/A
A	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CP 02677 29	10/1/2007	4/1/2009	EACH OCCURRENCE AGGREGATE	\$5,000,000 \$15,000,000
A	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	CP 02677 29	10/1/2007	4/1/2009	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE	Statutory

Company A - Policy subject to a \$500,000. S.L.R. per occurrence.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS** - All operations usual to a City Government including Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its Officers, Employees and Agents as additional insured as their interests may appear throughout the policy period for municipal activities in coordination and/or conjunction with Palm Beach County Board of County Commissioners.  
All other terms and conditions of this policy remain unchanged.


**CERTIFICATE HOLDER**

Palm Beach County Board of County Commissioners  
Risk Mgt. Dept.  
160 Australian Dr.  
West Palm Beach, FL 33406  
Attention: Richard Cohen

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

Authorized Signature:   
Sandra M. Donaghy

Meadowbrook Insurance Group

<b>CERTIFICATE OF COVERAGE</b>		<b>ISSUED ON 10/8/07</b>
Designated Member City of Boynton Beach P. O. Box 310 Boynton Beach, FL 334250310	Administrator Public Risk Underwriters P.O. Box 958455 Lake Mary, FL 32795-8455	Producer Wells Fargo Ins Services Southeast, Inc 501 S. Flagler Dr. #600 West Palm Beach, FL 33401
COVERAGES: THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.		
<b>COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST</b>		
AGREEMENT NUMBER: PK FL1 0502003 07-04		COVERAGE PERIOD: FROM 10/01/2007 TO 10/01/2008 12:01 AM STANDARD TIME
<b>LIABILITY COVERAGE</b> <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury Limit <input type="checkbox"/> Public Officials Liability Limit <input type="checkbox"/> Employment Practices Liability Limit <input type="checkbox"/> Employee Benefits Liability Limit <input type="checkbox"/> Law Enforcement Liability Limit	<b>WORKERS' COMPENSATION COVERAGE</b> <input type="checkbox"/> Self Insured Workers' Compensation Self Insured Retention <input type="checkbox"/> Statutory Workers' Compensation <input type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate Disease	
<b>PROPERTY COVERAGE</b> <input type="checkbox"/> Buildings & Personal Property Limit <i>Note: See coverage agreement for details on wind, flood, and other deductibles</i> <input type="checkbox"/> Rented, Borrowed and Leased Equipment Limit <input type="checkbox"/> All other Inland Marine Limit	<b>AUTOMOBILE COVERAGE</b> <b>Automobile Liability</b> Limit \$2,000,000      \$100,000 SIR <input checked="" type="checkbox"/> All Owned Autos <input type="checkbox"/> Specifically Described Autos <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos <b>Automobile Physical Damage</b> <input checked="" type="checkbox"/> Comprehensive      See Schedule for deductible <input checked="" type="checkbox"/> Collision      See Schedule for Deductible <input checked="" type="checkbox"/> Hired Autos, with limit of \$35,000	
NOTE: The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claimsbill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.		
<b>Description of Operations/Locations/Vehicles/Special items:</b>  Re: Palm Beach County BOCC is named as an Additional Covered Party per the attached form PGIT 902.		
<i>This section completed by member's agent, who bears complete responsibility and liability for its accuracy.</i>		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.		
Certificate Holder  Palm Beach County BOCC Risk Management Dept. Richard Cohen 160 Australian Avenue West Palm Beach, FL 33408	<b>CANCELLATIONS</b> SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.   AUTHORIZED REPRESENTATIVE	

09/24/2007



THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.

## AUTOMATIC ADDITIONAL COVERED PARTIES

This endorsement modifies coverage provided under the following:

**PUBLIC ENTITY AUTOMOBILE COVERAGE PART**  
**PUBLIC ENTITY LIABILITY COVERAGE PART**  
**PUBLIC ENTITY PROPERTY COVERAGE PART**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, or any other Statute limiting whom a Public Entity can indemnify.

### X ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

### X ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**X ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**

**SECTION II - WHO IS A COVERED PARTY** is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.**

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

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

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/22/07	REMAINING BALANCE
<b><u>Boynton Beach Boat Club Park Renovations</u></b>								
3019-581-P651-8101	Contributions Othr Govtl Agency	0	0	355,000		355,000	0	355,000
<b><u>Reserves</u></b>								
3019-581-9900-9908	Reserves - New Projects	4,760,887	4,510,887		355,000	4,155,887	0	4,155,887
	<b>TOTAL</b>			355,000	355,000			

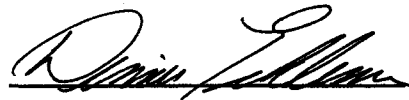
Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 10/29/07

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By Board of County Commissioners .  
At Meeting of  
November 20, 2007  
Deputy Clerk to the Court

BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET TRANSFER

FUND 3017 - \$26.3M NAV 96, Parks & Recreation Facilities

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/22/07	REMAINING BALANCE
<b><u>Boynton Beach Boat Club Park Renovations</u></b>								
3017-581-P651-8101	Contributions Othr Govtl Agency	0	0	25,000		25,000	0	25,000
<b><u>Boynton Inlet Boat Ramp Park</u></b>								
3017-581-P194-8101	Contributions Othr Govtl Agency	25,000	25,000		25,000	0	0	0
<b>TOTAL</b>								
				25,000	25,000			

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 10/29/07

By Board of County Commissioners  
 At Meeting of  
 November 20, 2007  
 Deputy Clerk to the Court