

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Interlocal Agreement with the Town of Lake Park for the period November 20, 2007, through November 19, 2009, in an amount not-to-exceed \$142,170 for funding of the Lake Shore Park Playground; and **B)** Budget Transfer of \$142,170 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2003 from Reserves to Lake Park/Lake Shore Park Playground.

Summary: This Agreement provides funding for the development of a playground at Lake Shore Park located on Lake Shore Drive in the Town of Lake Park. The Agreement allows for the reimbursement of pre-Agreement expenses incurred subsequent to April 16, 2007. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum, as amended - District 7. District 1 (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 funded from the District 7 "Neighborhood Parks" allocation.

Project elements include playground equipment, including swings, mulch, exercise trail equipment, park furniture (benches, picnic tables, trash receptacles, bike racks), picnic shelters, signage, and lighting.

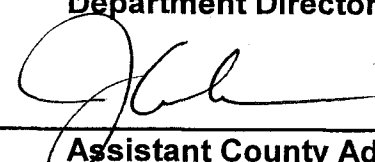
The specified completion date for completion of the project and the submission of reimbursement documentation for the project is November 19, 2009. The term of the Agreement is until November 19, 2037, which is the standard 30 year term for Bond Agreements. The Agreement has been executed by the Town of Lake Park, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

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>142,170</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>142,170</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 _____

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

\$25M GO 03, Parks & Cultural Facilities 3019-581-9900-9908 \$142,170

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

John Bond 11-1-07
 OFMB
 CW 10/31/07

Ann A. Jones 11/2/07
 Contract Development & Control
 E. Jones 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:

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE TOWN OF LAKE PARK FOR FUNDING OF THE LAKE SHORE PARK
PLAYGROUND**

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 Town of Lake Park, a Florida municipal corporation, hereinafter referred to as MUNICIPALITY ".

WITNESSETH:

WHEREAS, MUNICIPALITY owns the Lake Shore Park property located on Lake Shore Drive; and

WHEREAS, MUNICIPALITY desires to construct a playground, hereinafter referred to as "the Project" at said location; and

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

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

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

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

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

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

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

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

Agreement.

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

ARTICLE 1: GENERAL

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

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

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$142,170 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that the County's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by the County and County capital project funding. MUNICIPALITY agrees to provide the County with a certification, in a form acceptable to the County, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which County funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$0 or greater to complete 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 design and construction of the Project shall be Maria Davis, Town Manager, Town of Lake Park, 561-881-3314.

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

Section 1.07 MUNICIPALITY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's

procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds 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 twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to the COUNTY at least ninety (90) days prior to that date, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

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

ARTICLE 3: FUNDING

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

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

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

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

Section 3.05 The County agrees to reimburse MUNICIPALITY an amount not to exceed \$142,170 for those approved pre-agreement costs accruing to the Project subsequent to April 16, 2007, as more fully described in Exhibit "D", Pre-Agreement Cost List.

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

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the 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 thirty (30) years, commencing upon the date of 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 remain in effect for thirty (30) years, commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

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

ARTICLE 6: ACCESS AND AUDITS

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

ARTICLE 7: NOTICES

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

As to the COUNTY:

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

With a copy to:

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

As to the MUNICIPALITY:

Town Manager
Town of Lake Park
535 Park Avenue
Lake Park, Florida 33403

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

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

ARTICLE 9: REMEDIES

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

ARTICLE 10: FILING

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

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that MUNICIPALITY is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only

contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgements, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the County for the County's negligent acts or omissions.

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

ARTICLE 12: INSURANCE

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

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

The MUNICIPALITY agrees to maintain or acknowledges to be self-insured for All-Risk property insurance for the completed project for adequate limits based on the MUNICIPALITY'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

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

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

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

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.

2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence, which would include builder=s risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

ARTICLE 13: PUBLIC ENTITY CRIMES

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

ARTICLE 14: CAPTIONS

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

ARTICLE 15: SEVERABILITY

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

ARTICLE 16: ENTIRETY OF AGREEMENT

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

ARTICLE 17: THIRD PARTY BENEFICIARIES

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

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

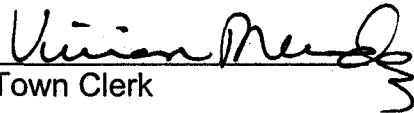
ATTEST:
SHARON R. BOCK, Clerk and Comptroller

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Commissioner Addie L. Greene, Chairperson


ATTEST:

By: 
Town Clerk

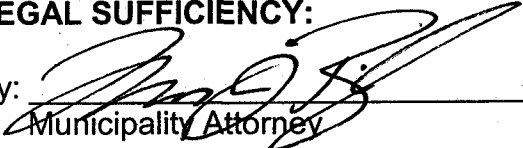
TOWN OF LAKE PARK

By: 
Mayor

APPROVED AS TO TERMS AND CONDITIONS:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Municipality Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
County Attorney

LIST OF EXHIBITS

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

EXHIBIT A

PROJECT DESCRIPTION, CONCEPTUAL
SITE PLAN, AND COST ESTIMATE

Project Description

The Lake Shore Park playground consists of a total face lift for the Park, and substantial upgrade to the infrastructure that supports public use of this overlooked community asset. Site Plan attached.

- Heart trail and exercise equipment
- Picnic shelters
- Park benches
- Trash receptacles
- Children's playground equipment and ADA compliant mulch
- Bike Rack
- Lighting
- Signage

Total Estimated Project Cost \$142,170.00

Cost Estimate

| Description | Cost |
|--|---------------------|
| Playground Equipment | \$ 47,745.82 |
| Toddler swings with Canopy | 12,922.83 |
| ADA compliant mulch for playgrounds | 12,257.60 |
| Trail Wood Fiber Mulch (ADA Compliant) | 3,833.50 |
| Exercise Trail Equipment | 10,979.41 |
| Benches | 7,950.00 |
| Picnic Tables | 2,484.00 |
| ADA Compliant Picnic Tables | 728.00 |
| Trash Receptacles | 4,896.00 |
| Bike Racks | 5,313.35 |
| Shelters | 12,391.37 |
| Whirwind set | 1,189.35 |
| Signage | 2,137.27 |
| Lighting | 17,341.50 |
| Total | \$142,170.00 |

Timeline

The first invoice for the project was issued on 4/16/2007. It is anticipated that the Lake Shore Park project will be completed by October 1, 2007.



$$\frac{440 \times 43,560 \times 12}{27} = 52,000$$

$$\frac{1,800 \text{ sq ft} \times 12}{27} = 45 \text{ ac}$$

PHYSICAL STATION
HEART TRAILS



LAKE SHORE PARK
1.50 Hrs.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Legal Description

REVISED: 08-29-07

SKETCH AND DESCRIPTION (NOT A SURVEY)

NOT VALID WITHOUT
ACCOMPANYING
SHEET 2, AND 3 OF 3
THIS IS NOT A SURVEY

DESCRIPTION (TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NO. 22667 (766-50))

A TRACT OF LAND IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, TOWN OF LAKE PARK, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE AS SAID RIGHT-OF-WAY IS SHOWN ON PLAT OF KELSEY CITY (NOW LAKE PARK) ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, RECORDED IN PLAT BOOK 8, PAGE 23, WITH THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE OF AVENUE "F" (FORESTIERA DRIVE) AS SHOWN ON SAID PLAT OF KELSEY CITY; THENCE EAST, ALONG THE SAID EASTERLY PROJECTION OF THE SOUTH LINE OF AVENUE "F" (FORESTIERA DRIVE) A DISTANCE OF 40 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH; THENCE NORTH 1'20'01" WEST, ALONG SAID HIGH WATER LINE, A DISTANCE OF 746.79 FEET, TO A POINT; SAID POINT BEING IN THE EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE "G" (GREENBRIAR DRIVE); THENCE SOUTH 89'00'00" WEST ALONG SAID EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE "G" (GREENBRIAR DRIVE), A DISTANCE OF 30 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE; THENCE SOUTH 0'34'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE, A DISTANCE OF 746.11 FEET TO THE POINT OF BEGINNING;

CONTAINING 0.60 ACRES, MORE OR LESS.

TOGETHER WITH

(TRUSTEES OF THE INTERNAL IMPROVEMENT FUND DEED NO. 22666 (766-50))

A TRACT OF SUBMERGED LAND IN LAKE WORTH, IN SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE, AS SAID RIGHT-OF-WAY IS SHOWN ON PLAT OF KELSEY CITY (NOW LAKE PARK) ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA RECORDED IN PLAT BOOK 8, PAGE 23, WITH THE EASTERLY PROJECTION OF THE SOUTH RIGHT-OF-WAY LINE AVENUE F (FORESTIERA DRIVE) AS SHOWN ON SAID EASTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF AVENUE F (FORESTIERA DRIVE), A DISTANCE OF 40 FEET TO A POINT IN THE HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 337.52 FEET TO A POINT IN THE TOWN OF LAKE PARK BULKHEAD LINE, ESTABLISHED UNDER ORDINANCE 9-1957, SAID POINT BEING IN THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, WHOSE RADIUS IS 3600 FEET AND WHOSE CENTRAL ANGLE IS 20'59'26"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID BULKHEAD LINE, A DISTANCE OF 744.41 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE G (GREENBRIAR DRIVE); THENCE SOUTH 89'00'00" WEST ALONG SAID EASTERLY PROJECTION OF THE CENTER LINE OF AVENUE G (GREENBRIAR DRIVE), A DISTANCE OF 517.18 FEET TO A POINT IN THE AFOREMENTIONED HIGH WATER LINE OF THE WEST SHORE OF LAKE WORTH; THENCE SOUTH 1'20'01" EAST ALONG SAID HIGH WATER LINE, A DISTANCE OF 746.79 FEET, TO THE POINT OF BEGINNING;

CONTAINING 6.97 ACRES, MORE OR LESS.

LESS AND EXCEPT TENNIS COURTS 5 AND 6 CONSTRUCTED AND MAINTAINED IN LAKE SHORE PARK IN THE TOWN OF LAKE PARK, FLORIDA.

CONTAINING 0.33 ACRES, MORE OR LESS.

TOTAL CONTAINING 7.24 ACRES, MORE OR LESS.

2:\000\02748 Town of Lake Park\0274872-1-13-03-PL-Long 8/29/07 9:54:43 AM EDT



Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.884.8181 Fax 561.884.8380
Certificate of Authorization 8791

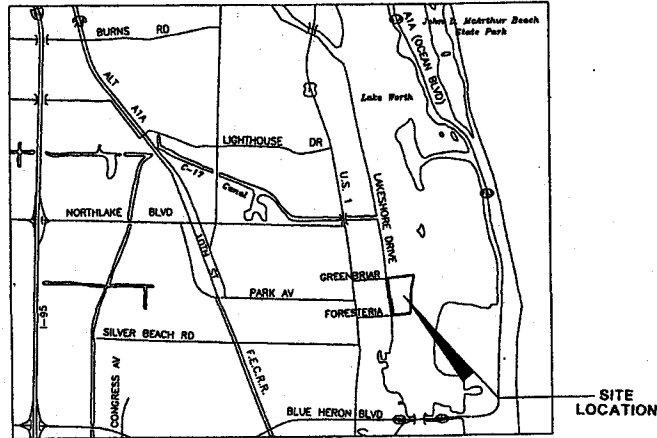
TOWN OF LAKE PARK LAKE SHORE PARK

A PORTION OF SBC 21, TWP 42S, RGE 43E

| | | |
|----------|------------|-------|
| SCALE | PROJECT No | SHEET |
| N.T.S. | 02-2748.72 | 1 |
| DATE | CAD FILE | OF |
| 08-24-07 | SEE LEFT | 3 |

REVISED: 08-29-07

NOT VALID WITHOUT
ACCOMPANYING
SHEET 1, AND 3 OF 3
THIS IS NOT A SURVEY



LOCATION MAP
SECTION 21, TOWNSHIP 42 SOUTH, RANGE 43 EAST
NOT TO SCALE

NOTES:

1. NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. THIS INSTRUMENT MAY NOT BE REPRODUCED IN PART OR WHOLE WITHOUT THE CONSENT OF CALVIN, GIORDANO AND ASSOCIATES, INC.
2. LANDS DESCRIBED HEREON WERE NOT ABSTRACTED, BY THE SURVEYOR, FOR OWNERSHIP, EASEMENT, RIGHTS-OF-WAY OR OTHER INSTRUMENT THAT MAY APPEAR IN THE PUBLIC RECORDS OF PALM BEACH COUNTY.
3. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 00°34'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF LAKE SHORE DRIVE AS SHOWN KELSEY PARK, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 8, PAGE 23, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA AND ALL BEARINGS SHOWN ARE RELATIVE THERETO.
4. THE DESCRIPTION CONTAINED HEREIN AND THE ATTACHED SKETCH DOES NOT REPRESENT A FIELD BOUNDARY SURVEY.

CALVIN, GIORDANO & ASSOCIATES, INC.

RONNIE L. FURNISS
Professional Surveyor and Mapper No. 6272
State of Florida

2:\2006\02718 Town of Lake Park\0271872 Lake Park Seawall Phase II\survey\0271872-1\51-PCL.dwg 8/29/07 9:44:43 AM EDT



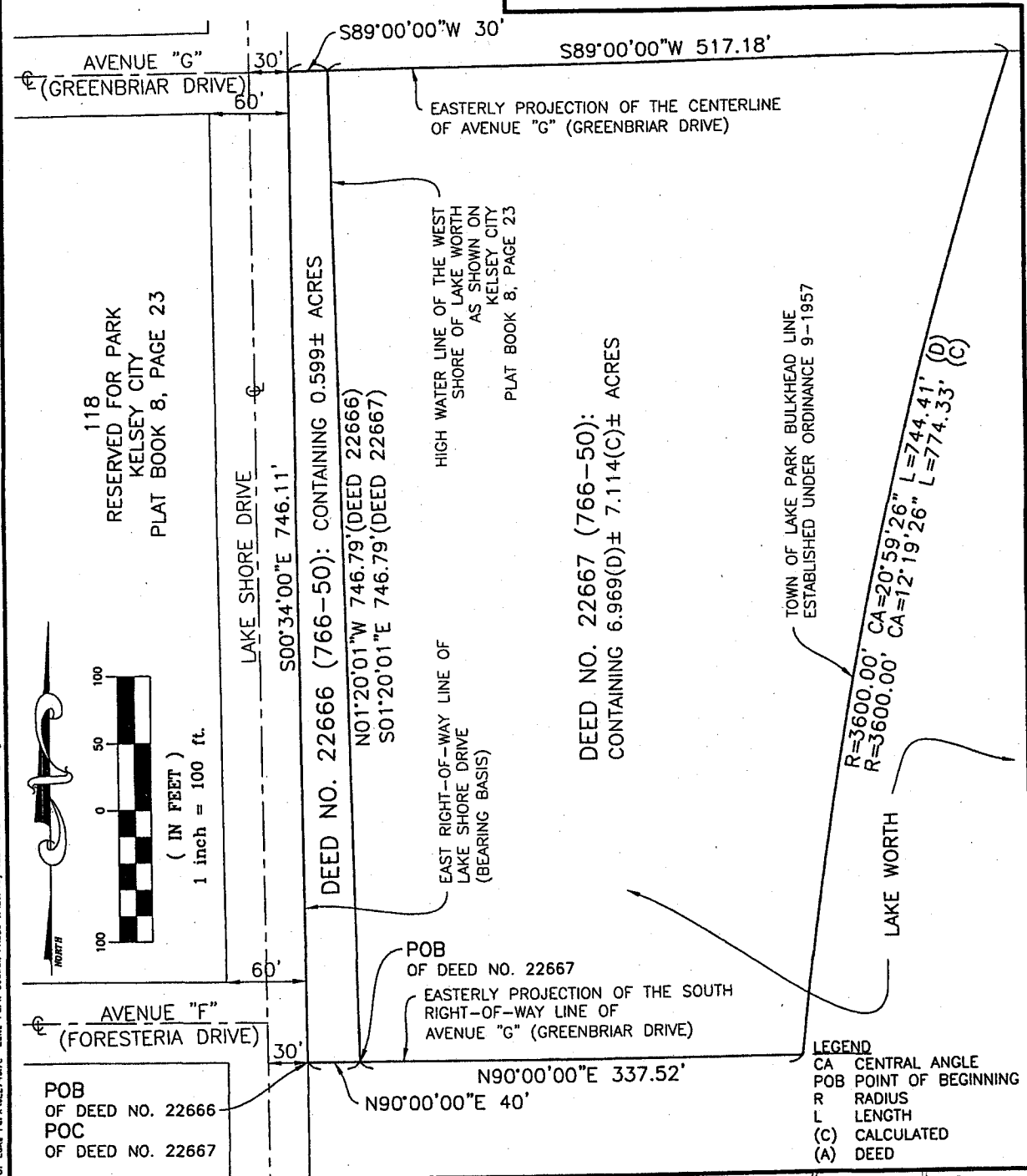
Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
560 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.884.6161 Fax 561.884.6380
Certificate of Authorization 6791

TOWN OF LAKE PARK
LAKE SHORE PARK
A PORTION OF SEC 21, TWP 42S, RGE 43B

| | | |
|----------|------------|-------|
| SCALE | PROJECT No | SHEET |
| N.T.S. | 02-2748.72 | 2 |
| DATE | CAD FILE | OF |
| 08-24-07 | SEE LEFT | 3 |

REVISED: 08-29-07

NOT VALID WITHOUT
ACCOMPANYING
SHEET 1 AND 2 OF 3
THIS IS NOT A SURVEY



2\2002\022748 Town of Lake Park\022748.72 Lake Park Sewall Phase II\Survey\022748.72-V-SB-FCL-Long 8/29/2007 9:43 AM EDT

POB OF DEED NO. 22666
POC OF DEED NO. 22667

LEGEND
CA CENTRAL ANGLE
POB POINT OF BEGINNING
R RADIUS
L LENGTH
(C) CALCULATED
(A) DEED

GA
Calvin, Giordano & Associates, Inc.
Engineers Surveyors Planners
660 Village Boulevard, Suite 340
West Palm Beach, Florida 33409
Phone: 561.684.6161 Fax 561.684.6360
Certificate of Authorization 6791

TOWN OF LAKE PARK
LAKE SHORE PARK
A PORTION OF SBC 21, TWP. 42S, RGE 43E

| | | |
|----------|------------|-------|
| SCALE | PROJECT No | SHEET |
| 1"=100' | 02-2748.72 | 3 |
| DATE | CAO FILE | |
| 08-24-07 | SEE LEFT | OF 3 |

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) | _____ | _____ |
| TOTAL PROJECT COSTS | | ===== | ===== |

Key Legend

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

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

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

Administrator _____ Date _____

Financial Officer _____ Date _____

PBC USE ONLY

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

Reviewed and Approved By:

_____ PBC Project Administrator Date _____

_____ Department Director Date _____



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

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

EXHIBIT C

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

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

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

 Administrator Date

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

 Financial Officer Date

EXHIBIT D

PRE-AGREEMENT COST LIST

Pre-Agreement Cost Estimate Exhibit D

Project Description

The Lake Shore Park playground consists of a total face lift for the Park, and substantial upgrade to the infrastructure that supports public use of this overlooked community asset. Site Plan attached.

- Heart trail and exercise equipment
- Picnic shelters
- Park benches
- Trash receptacles
- Children's playground equipment and ADA compliant mulch
- Bike Rack
- Lighting
- Signage

Total Estimated Project Cost \$142,170.00

Cost Estimate

| Description | Cost |
|--|---------------------|
| Playground Equipment | \$ 47,745.82 |
| Toddler swings with Canopy | 12,922.83 |
| ADA compliant mulch for playgrounds | 12,257.60 |
| Trail Wood Fiber Mulch (ADA Compliant) | 3,833.50 |
| Exercise Trail Equipment | 10,979.41 |
| Benches | 7,950.00 |
| Picnic Tables | 2,484.00 |
| ADA Compliant Picnic Tables | 728.00 |
| Trash Receptacles | 4,896.00 |
| Bike Racks | 5,313.35 |
| Shelters | 12,391.37 |
| Whirwind set | 1,189.35 |
| Signage | 2,137.27 |
| Lighting | 17,341.50 |
| Total | \$142,170.00 |

Timeline

The first invoice for the project was issued on 4/16/2007. It is anticipated that the Lake Shore Park project will be completed by October 1, 2007.

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF PARKS AND RECREATION
6TH AVENUE SOUTH
LAKE WORTH FL 33460

Administrator

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

Issue Date 09/21/07

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.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0795

COVERAGE PERIOD: FROM 10/1/07

COVERAGE PERIOD: TO 10/1/08 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$25,000

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

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 \$2,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

Re: Community Development Block Grant.

The Certificate Holder is hereby added as additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described item.

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

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 10/17/07 | REMAINING BALANCE |
|---|---------------------------------|-----------------|----------------|----------|----------|-----------------|-------------------------------------|-------------------|
| Lake Park/Lake Shore Park Playground | | | | | | | | |
| 3019-581-P652-8101 | Contributions Othr Govtl Agency | 0 | 0 | 142,170 | | 142,170 | 0 | 142,170 |
| Reserves | | | | | | | | |
| 3019-581-9900-9908 | Reserves - New Projects | 4,760,887 | 3,405,887 | | 142,170 | 3,263,717 | 0 | 3,263,717 |
| TOTAL | | | | 142,170 | 142,170 | | | |

Signatures


Date

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

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 10/29/07

