

Agenda Item #: **3.M.11.**

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 17, 2008

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation Department

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Interlocal Agreement with the City of Lake Worth whereby, in exchange for the City creating 20 car/boat trailer parking spaces, the Parks and Recreation Department will provide Department of Environmental Resources funding in an amount not-to-exceed \$225,000 for demolition of the old Lake Worth Bridge located within the Snook Island Natural Area Boardwalk Project; and **B)** Budget Transfer of \$225,000 within the \$25M GO Parks and Cultural Improvements Bond Fund - 2003 from Boynton Beach Boat Ramp to Snook Island Natural Area.

Summary: This Interlocal Agreement provides for the County's Parks and Recreation Department to contribute the estimated \$225,000 for the demolition of the old Lake Worth Bridge to the County's Department of Environmental Resources Management (ERM) for the Snook Island Natural Area Boardwalk Project in exchange for the City adding 20 boat trailer parking spaces on Golf Course Road. Lease Agreement (R2007-1539) between the County and the City requires ERM to construct the Snook Island Natural Area project once the City provides the necessary funds to demolish the western portion of the old bridge. Should the City fail to provide ERM with this funding, the County has the option of canceling the project or in the alternative completing the project with County funding for the demolition of the bridge. Since the City is unable to provide the funds necessary to demolish the bridge, and additional boat trailer parking is a goal of the Parks and Recreation Department that will substantially benefit the boating public, staff recommends approval of this Interlocal Agreement. District 3 (AH)

Background and Policy Issues: On September 11, 2007, a Lease Agreement (R2007-1539) was approved for ERM to manage City property known as the Snook Island Natural Area. Under the terms of the lease, ERM is responsible for the long term management of the site and construction of public access facilities including kiosks, boardwalks, observation platform, fishing pier, eight day-use docks, and a water taxi landing. The City's responsibility included funding the demolition of the western portion of the old Lake Worth Bridge that is estimated to cost \$225,000 and is needed for ERM to complete the project. Under the terms of the Lease Agreement, the County has the option of using County funding to complete the project should the City fail to fund the bridge demolition.

(Continued on page 3)

Attachments:

1. Interlocal Agreement
2. Lease Agreement (R 2007-1539)
3. Budget Transfer

Recommended by: _____

Department Director

Date

5/22/08

Approved by: _____

Assistant County Administrator

Date

6/9/08

II. FISCAL IMPACT ANALYSIS

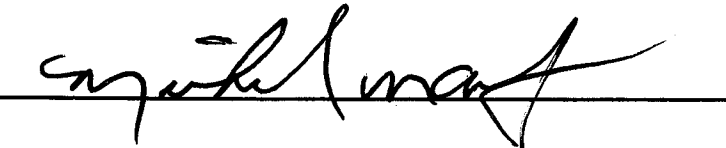
A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>225,000</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>
NET FISCAL IMPACT	<u>225,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

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


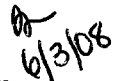

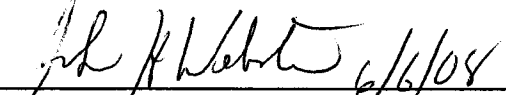
B. Recommended Sources of Funds/Summary of Fiscal Impact:

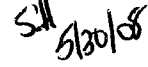
\$25M GO Parks and Cultural Improvements Bond Fund - 2003
 Boynton Beach Boat Ramp 3019-581-P519-6101 \$225,000

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

 6-5-08
 OFMB ⁸⁸ 6/2/08  6/3/08  5/27/08
 6/6/08
 Contract Development and Control

B. Legal Sufficiency:  5/20/08 This item complies with current County policies.

Anne Welford 6/9/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

(Continued from page 1)

One of the Parks and Recreation Department's main boating improvement goals is to expand boat ramp capacity by adding boat trailer parking at existing saltwater boat ramps. The City of Lake Worth's Bryant Park is located directly south of the Snook Island Natural Area and has four existing boat ramp lanes that will benefit from the addition of boat trailer parking. There is funding available in the \$25M GO Parks and Cultural Improvements Bond Fund - 2003 from the Boynton Beach Boat Ramp project meant for the expansion of boating access facilities. The City has agreed to create 20 additional boat trailer parking spaces in exchange for the County's contribution to demolish the old Lake Worth Bridge as part of the Snook Island Natural Area project.

ORIGINAL

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
CITY OF LAKE WORTH, FLORIDA**

THIS AGREEMENT entered into this ___ day of _____, 2008.

between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as "County", and the City of Lake Worth, Florida, a Florida municipal corporation, hereinafter referred to as "City". The City and the County shall hereinafter be referred to collectively as the "parties."

WITNESSETH:

WHEREAS, the City owns an approximate 100 acre tract of real property that is located within the boundaries of the Snook Island Natural Area and is leased to the County; and

WHEREAS, the County and City entered into a lease agreement (R2007-1539), hereinafter referred to as "Lease Agreement", attached hereto and by reference made a party hereof as Exhibit "1", whereby the parties agreed to cooperate in the construction of public access features at the Snook Island Natural area including kiosk(s), a boardwalk, a fishing pier, and floating docks and in the demolition of the western portion of the existing Lake Worth Bridge; and

WHEREAS, in accordance with the Lease Agreement, the City agreed to demolish the western portion of the existing Lake Worth Bridge at its own expense, and in the event that the City is unable to provide the funds necessary to demolish said bridge, the County at its discretion may fund the demolition of said bridge; and

WHEREAS, the City is unable to provide the funds necessary to demolish said bridge, so County, through its Parks and Recreation Department, has agreed to fund the demolition of said bridge, in an amount not-to-exceed \$225,000, in exchange for the City to designate an additional 20 car/boat trailer parking spaces along North Golfview Road for use by the public; and

WHEREAS,the City has agreed to designate an additional 20 car/boat trailer parking spaces along North Golfview Road for use by the public; and

WHEREAS, the execution of this Interlocal Agreement is in the best interest of the County, the City and the residents and citizens of the same; and

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. County, through its Parks and Recreation Department, shall provide \$225,000 to Palm Beach County Environmental Resources Management Department to demolish the west side of the old Lake Worth Road Bridge, as more particularly described in Exhibit "2", attached hereto and by reference made a part hereof. In the event the demolition of the bridge exceeds \$225,000, the City shall be responsible for all remaining costs.

2. City shall install an additional 20 car/boat trailer parking spaces specifically located as shown in Exhibit "3", attached hereto and by reference made a part hereof, prior to the demolition of the old Lake Worth Road Bridge.

3. City shall maintain the additional 20 car/boat trailer parking spaces for the term of the Lease Agreement, and any extensions thereof.

4. To the extent permitted by law, and without waiving the right to sovereign immunity, City shall indemnify and hold County harmless with respect to public use of the parking spaces created pursuant to this Agreement, for the term of the Lease Agreement and any extensions thereof. This provision shall survive termination or expiration of this Agreement and the Lease Agreement.

5. This Agreement shall be executed in two (2) copies, each of which shall be deemed an original and shall be effective upon execution by both parties. The parties shall provide a copy of the Resolution or evidence of other actions authorizing the execution of this Agreement, which Resolution or other document shall be attached hereto as Exhibits and made a part hereof.

6. This Agreement may be terminated by the City or County upon sixty (60) days prior written notice to the other party, in the event of substantial failure by the City or County to perform in accordance with the terms of this Agreement, through no fault by the other party.

7. The City represents that it has, or will secure at its own expense, all necessary personnel required to construct and maintain the 20 additional car/boat trailer parking spaces. Such personnel shall not be employees of or have any contractual relationship with the County.

8. The County's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

9. This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall 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, 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.

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

11. All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

County Attorney's Office
301 N. Olive Avenue
Suite 601
West Palm Beach, Florida 33406-1548

With a copy to:

Palm Beach County
Parks and Recreation
Attn: Director
2700 6th Avenue S.
Lake Worth, FL 33461

If sent to the City, notices shall be addressed to:

City Manager's Office
City of Lake Worth
North Dixie Highway
Lake Worth, Florida 33460

12. The County and City agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

ATTEST:
SHARON R. BOCK
Clerk and Comptroller

PALM BEACH COUNTY, BY ITS BOARD
OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Commissioner Addie L. Greene, Chairperson

APPROVED as to Form
And Legal Sufficiency

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
County Attorney

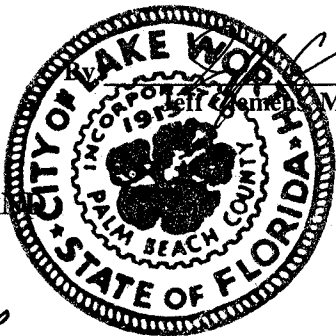
BY: *Dennis L. Eshleman*
Dennis L. Eshleman, Director
Parks and Recreation Department

ATTEST:

CITY:

CITY OF LAKE WORTH

By: *[Signature]*
City Clerk



[Signature]
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: *Larry J. [Signature]*
City Attorney

**LEASE AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF LAKE WORTH**

THIS LEASE AGREEMENT is made and entered into on this _____ day of ~~SEP 11 2007~~ 2007, by and between the City of Lake Worth, a Florida municipal corporation, hereinafter referred to as the "City", and Palm Beach County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "County". The City and the County shall hereinafter be referred to collectively as the "parties".

WITNESSETH:

WHEREAS, the City owns an approximate 100 acre tract of real property that is located within the boundaries of the Snook Islands Natural Area (the "City tract"); and

WHEREAS, this area was dredged in the early 1920's to provide fill for the City's municipal golf course situated along the western shore of Lake Worth Lagoon resulting in the creation of a large deep hole contributing to poor water quality and providing minimal habitat value; and

WHEREAS, the western shore along the golf course has suffered ongoing erosion due to the creation of this hole; and

WHEREAS, the City has been an ongoing supporter of a project that would improve the water quality of the Lagoon as well as stabilize this area of shoreline; and

WHEREAS, an environmental restoration project along that reach of shoreline was a priority project identified in the Lake Worth Lagoon Management Plan endorsed and approved by the County and municipalities that border the Lake Worth Lagoon, including the City of Lake Worth; and

WHEREAS, the County, City, Florida Inland Navigation District ("FIND"), United States Army Corps of Engineers, and Florida Department of Environmental Protection partnered to fund, design, and build the Snook Islands Natural Area environmental restoration project at a cost of approximately \$17.5 million dollars; and

WHEREAS, both the County and the City deem that it is in the best interest of the residents and citizens of Palm Beach County and the City of Lake Worth to maintain and manage the City tract as a natural area, and to preserve the City tract and its associated biological communities in their natural state for future generations as examples of intact native Florida ecosystems; and

WHEREAS, restored and improved features of the Snook Islands Natural Area include: (1) 40 acres of created shallow sub-tidal habitat conducive to seagrass colonization; (2) 1.7 acres of restored mangrove fringe; (3) 10 acres of new mangrove wetlands, including 2.8 acres of Spartina habitat; (4) 2.3 acres of new oyster reef habitat; and (5) 43.9 acres of deep water and flushing habitat; and

WHEREAS, it is evident that the Snook Islands Natural Area environmental restoration project is already making a positive impact on the area as sea grasses are recruiting in the shallow water habitat, birds are utilizing the open areas of shoreline and mud flats, and fishermen are catching snook and other desirable fish species; and

WHEREAS, in addition to the site management, the City and County wish to construct several public access features within and adjacent to the City tract, including kiosk(s), a boardwalk, a fishing pier, and floating docks; and

WHEREAS, the City wishes to lease the City tract to the County and the County wishes to lease the City tract from the City to assist in the construction of the public use features and to manage the site as part of the Snook Islands Natural Area; and

WHEREAS, the execution of this Lease Agreement is in the best interest of the County, the City and the residents and citizens of the same; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (Section 163.01, Florida Statutes) allows governmental units to enter into intergovernmental agreements to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and restrictions set forth herein, the parties agree as follows:

ARTICLE I - GENERAL

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

2. The purpose of this Lease Agreement is to provide a mechanism for the County and the City to cooperate in the management of the City tract and the construction of public use facilities within and adjacent to the City tract that will promote the environmental restoration of the area and will enhance recreational opportunities for use by the public.

3. The City tract that the County intends to manage and improve consists of approximately 100 acres of land located within the boundaries of the Snook Islands Natural Area. Such property, which is located on the east side of the Lake Worth Municipal Golf Course in the waters of the Intracoastal waterway, is described in Exhibit "A" and is referred to herein as the "City tract". During the life of this Lease Agreement,

the County will also maintain the floating docks to be constructed as provided herein, which will extend to a point approximately 500 feet south of the City tract. Such floating docks are also depicted in Exhibit "A".

4. The County and City hereby agree to cooperate in the construction of public access features including kiosk(s), a boardwalk, a fishing pier, and floating docks and in the demolition of the western portion of the existing Lake Worth bridge. Upon agreement of the parties, the City agrees to demolish the western portion of the existing Lake Worth bridge at its own expense. At the City's request, the County agrees to assist the City in applying for available grants to fund the removal of the western portion of the existing Lake Worth bridge. Once the City provides the necessary funding to complete the demolition of the bridge, the County agrees to construct the agreed to public access features at its own expense, subject to the availability of funds. In the event that the City is unable to provide the funds necessary to demolish the western portion of the existing Lake Worth bridge, the County will not be obligated to construct any public access features pursuant to this Lease Agreement; however, the County will continue to manage the City tract as a natural area pursuant to this Lease Agreement. In the alternative, in the event that the City is unable to provide the funds necessary to demolish said bridge, the County may fund the demolition of said bridge, and this Lease Agreement will remain in affect in all other respects.

5. The City hereby leases and the County hereby accepts the lease from the City of the City tract depicted in Exhibit "A". The City tract shall consist of the real property depicted in Exhibit "A" together with any current or future improvements thereon. The County shall pay the City rent at the rate of \$1.00 per year. All rent due hereunder shall be payable in advance on or before the Effective Date and on each anniversary thereafter during the term of this Lease. The County is a tax-exempt entity as is evidenced by tax exemption #60-2211419753 C. No sales or use tax shall be included or charged with the annual rent. Payment of rent will be made upon the receipt of an invoice from the City mailed to the Palm Beach County Finance Department at P.O. Box 4036, West Palm Beach, Florida 33402. Each invoice must be received at least fifteen (15) days but not more than thirty (30) days in advance of the date payment is due. Payment will be mailed to the City at 7 North Dixie Highway, Lake Worth, FL 33460

6. The term of this Lease Agreement shall commence upon signature by both parties ("the Effective Date") and shall be for a period of nineteen years and eleven months. In accordance with the City's Charter, the City shall place a referendum before registered voters within three years of execution of the Lease Agreement to provide for a full 99-year lease term. The parties understand that the County wishes to manage the City tract according to the terms of this Lease Agreement for a period of 99 years, and the City, therefore, agrees to use its best efforts to call for a referendum that will extend the term of the Lease for a full 99-year lease term.

7. The County hereby agrees to manage the City tract as a natural area and to design and construct public use features within and adjacent to the City tract in

accordance with this Lease Agreement and in accordance with all applicable federal, state and local laws, rules and regulations.

8. The County shall use its best efforts to maintain existing biological communities on the City tract in their natural state as examples of high quality spartina, oyster, and mangrove ecosystems. It is the intent of the parties that the City tract shall be managed solely as a nature preserve, to provide scientific and educational benefits, and to provide recreational opportunities for residents and citizens of the City and the County. The City tract shall be kept in its natural state such that present and future generations will be able to experience the natural values currently exhibited thereon, acts of God or other events beyond the control of the County or the City notwithstanding.

9. The City shall use its best efforts, through its agents and employees, to prevent the unauthorized use of the City tract or any use not compatible with the management of the site as an outdoor recreational area and nature preserve.

10. The City tract shall be open to the public. Any permanent or temporary restrictions on access will be agreed to jointly by the County and the City prior to the completion of the recreational and/or environmental restoration project.

11. The parties hereto agree to review their respective zoning ordinances and comprehensive plans and to take steps to designate the City tract appropriately in the future, given its intended use as a nature preserve and nature-based outdoor recreation site. The future land use designation assigned to the City tract shall be conservation. As soon as possible, the City shall place a conservation easement in favor of the County on the property and shall record the conservation easement in the public records of Palm Beach County. If an amendment to the City's or County's comprehensive land use plan or zoning ordinance is required, the amendment shall be proposed at the next available comprehensive plan or zoning amendment cycle. In the event that a comprehensive land use plan or zoning ordinance amendment is required of one party, a copy of the approved amendment shall be submitted to the other party within thirty (30) days of the approval of the amendment by the appropriate governing entity.

12. The City hereby represents and warrants that it is seized of the City tract in fee simple, that it has good title thereto, that it has full right to grant this Lease Agreement of the City tract to the County, and that it is not aware of any hazardous condition on the City tract that might affect any lawful use of the Property. The City also represents and warrants to the County that there is not located in, on, upon, over, or under the City tract any chemical, material, or substance that is prohibited, limited, or regulated by federal, state, county, regional, or local authority. The City shall not be required under the terms of this Lease to remove any chemical material or substance that is prohibited, limited, or regulated by federal, state, regional, or local requirements. Notwithstanding, if during the term of this Lease Agreement a hazardous condition or any prohibited, limited, or regulated chemical, material, or substance is discovered on the City tract, the City hereby forever releases the County from any and all liability and responsibility for the same.

13. The parties shall prepare, separately or jointly, brochures and other educational material describing the natural resources, uses, and management of the City tract. Any such materials prepared by one party shall be submitted to the other party for its prior review and approval. Approval shall not be unreasonably withheld. The cost of any jointly-prepared materials shall be shared equally by the parties. The costs of any material prepared individually shall be solely that party's responsibility.

ARTICLE II – RESPONSIBILITIES OF THE COUNTY

14. The County agrees to identify a County employee as a contact person to interact with the City in planning for and constructing the public use features and the restoration project on the City tract and adjacent to the City tract and in managing the City tract as a natural area.

15. The County shall be responsible for the maintenance of the fishing pier, boardwalk, educational kiosk(s), floating docks and signage and shall manage the City tract for habitat preservation and passive recreation, keeping the property in its natural state except for the maintenance of public access and public use features such as a fishing pier, boardwalk, educational kiosk(s), floating docks and other facilities as agreed upon by both parties as appropriate for a nature preserve. Management shall include, but shall not be limited to, removal of exotic non-native invasive vegetation, planting of native vegetation, preservation of wetland areas, periodic removal of trash and debris during coastal cleanup events, and other maintenance and preservation activities deemed necessary by the County. The County will provide all necessary personnel, professional services, equipment, materials and supplies for ongoing, site-specific management of the City tract.

16. The County will manage the City tract on a countywide basis to protect ecosystems and populations of listed species throughout the County's natural areas.

17. The County will erect signs identifying the Snook Islands Natural Area as owned by the City and open to the public as a nature preserve and outdoor recreation site, as having facilities constructed with funding sources that could include the Palm Beach County's Natural Areas Stewardship Fund and the Florida Inland Navigation District, and as managed by the County.

ARTICLE III – RESPONSIBILITIES OF THE CITY

18. The City shall identify a City employee as the contact person to interact with the County in planning for and constructing the public use features and the restoration project on the City tract and to assist in managing the City tract as a natural area.

19. The City shall assume sole responsibility for public safety and law enforcement within and outside the City tract. The City shall perform routine patrols of

the City tract boundaries and use its best efforts to prevent vandalism, vehicular trespass, dumping, and damage to property and natural resources.

20. The City shall provide regular trash and litter pickup and minor maintenance along the City tract shoreline above the mean high water line, including but not limited to, tree and vegetation trimming, mowing and edging. The City's minor maintenance responsibilities are limited to removal of exotic vegetation along the western boundary of the City tract above the high water line and periodic herbicide treatment and mowing of that area.

21. The City shall assume sole responsibility for the daily opening and closing of any gate providing public access to the City tract and the public use features. This responsibility may be delegated to a local resident or stewardship group.

22. The City shall, in reviewing any proposed changes to, uses of, or activities on, real property immediately adjacent to the City tract, consider the protection of the biological communities on the City tract natural area and the potential for adverse impacts to the species present.

23. The City will promptly consult with the County to determine the future of the City tract should any unforeseen events or activities, either natural or human-made, severely limit or eliminate the natural resources and the public use facilities presently on the site.

24. The City shall, at its sole expense, demolish the western portion of the existing Lake Worth bridge, from its easternmost edge to the point where it meets land on the City tract shoreline, so that the County may construct the agreed to public access feature(s) at that location. In the event that the City is unable to provide the funds necessary to demolish the western portion of the existing Lake Worth bridge, the County will not be obligated to construct any public access features pursuant to this Lease Agreement; however, the County will continue to manage the City tract as a natural area pursuant to this Lease Agreement. In the alternative, in the event that the City is unable to provide the funds necessary to demolish said bridge, the County may fund the demolition of said bridge, and this Lease Agreement will remain in affect in all other respects.

25. The City shall designate at least five (5) parking spaces along North Golfview Road to accommodate public use of the Snook Islands Natural Area and the public use features to be constructed.

26. The City shall for the life of this Lease Agreement provide the County access to the City owned property upon which the floating docks are to be constructed. Such access is to be used by the County to construct and maintain the floating docks constructed pursuant to this Agreement.

ARTICLE IV - DESIGN AND CONSTRUCTION OF PUBLIC USE FEATURES

27. A conceptual plan for the public use features to be constructed or provided on and adjacent to the City tract is depicted on Exhibit "A" attached hereto. The County shall design and construct the public use features including one or more informational kiosks, a boardwalk, a fishing pier, and floating docks at its sole cost and expense in accordance with the requirements of this Lease Agreement. Notwithstanding, the County's obligation to construct and design such public use features is dependent on the City's demolition of the western portion of the existing Lake Worth bridge.

28. After approval of the public use features by the County, the County shall provide a copy of the final design development plans to the City's contact person for review and written approval. The City's contact person shall review such plans to ensure consistency with the intent of this Lease Agreement. The City shall expeditiously review and approve any site plan and associated engineering design plans for the proposed project that require approval by the City.

29. The following minimum improvements as depicted on Exhibit "A" shall be provided by the County:

1. One or more Information Kiosks;
2. One 600 foot long by 6 foot wide Boardwalk with a 25' by 50' Observation Platform;
3. One 450 foot long by 6 foot wide Fishing Pier with a 25' by 50' "T-end";
4. One 360 foot long by 6 foot wide walkway connecting a Floating Dock that is 60' to 120' with four to eight boat slips and a water taxi pickup point at the terminus of the walkway.

30. The County shall not commence construction of any improvement(s) until the City has approved the final design development plans for such improvement(s) in writing.

31. The County shall prepare and submit an Environmental Resource Protection ("ERP") Application to the SFWMD and the U.S. Army Corps of Engineers for the proposed public use access features depicted in Exhibit "A" and shall construct such facilities in a timely manner, if the necessary permits are obtained. The parties understand and agree that construction of the floating docks referenced herein is dependent upon any necessary authorizations and approvals from the Florida Department of Transportation for that portion of property owned by the State of Florida.

32. To the extent permitted by law, the City shall waive any municipal fees, assessments, or permit fees applicable to the City tract due to the construction, use and maintenance of the public use facilities.

ARTICLE IV - MISCELLANEOUS

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

34. Effective Date of Agreement. This Lease Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners, and shall become effective only when signed by both parties and approved by the Palm Beach County Board of County Commissioners.

35. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted under Florida law, the County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of the County's negligence, and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence. However, nothing in this paragraph shall be interpreted as a waiver of the City's or the County's sovereign immunity as provided in Section 768.28, Florida Statutes, as amended from time to time.

36. Insurance. Without waiving the right to sovereign immunity as provided by Chapter 768.28, Florida Statutes, the parties acknowledge to be insured or self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence, or such limits that may change and be set forth by the legislature. The parties acknowledge to be insured or self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes. When requested, the parties agree to provide a Certificate of Insurance evidencing insurance or self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above mentioned coverages.

37. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Lease Agreement and the same shall remain in full force and effect.

38. Governing Law. This Lease Agreement shall be governed by the laws of the State of Florida. Venue shall be in Palm Beach County, Florida.

39. Notice. For the purposes of this Lease Agreement, notices to the other party shall be deemed sufficient when addressed to the following persons and addresses and deposited in the United States Mail:

- a. City of Lake Worth
Office of the City Manager
7 North Dixie Highway
Lake Worth, Florida 33460

With copy to:
City Attorney

- b. Palm Beach County
Richard Walesky, Department Director
Department of Environmental Resources Management
2300 N. Jog Road
West Palm Beach, Florida 33411-2743

With copy to:
County Attorney's Office
Palm Beach County, 6th Floor
301 N. Olive Avenue
West Palm Beach, FL 33401

Should either party change its address, written notice of such new address shall promptly be sent to the other party.

40. Budgetary Approval. This Lease Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County.

41. Termination. If the City fails to fulfill its obligations under this Lease Agreement in a timely and proper manner, the County shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The City shall then have ninety (90) days from receipt of notice to correct the stated deficiency. If the City fails to correct the deficiency within this time, unless otherwise agreed by the parties, this Lease Agreement shall terminate at the expiration of the ninety (90) day time period.

If the County fails to construct the public use facilities described in **Exhibit "A"** within five (5) years of the Effective Date of this Lease Agreement, provided that the City fulfills its obligation to demolish the western portion of the existing Lake Worth bridge, the City may elect to terminate this Lease Agreement upon sixty (60) days prior written notice to the County.

42. Non-exclusivity of Remedies. 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.

43. Non-Discrimination. The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, age, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Lease Agreement.

44. Construction. No party shall be considered the author of this Lease Agreement since the parties hereto have participated in drafting this document to arrive at a final Lease Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

45. Recording. The City shall record this Lease Agreement in the public records of Palm Beach County, Florida.

46. Incorporation by Reference. Exhibits attached hereto and referenced herein shall be deemed to be incorporated in this Lease Agreement by reference.

47. Hazardous Substances. The County shall comply with all applicable Federal, State and local laws, regulations and ordinances protecting the environment and natural resources and regulating hazardous substances.

48. Entirety of Agreement. This Lease Agreement shall be deemed to be the sole agreement between the parties, and no prior agreements or other prior writings shall supersede that which is contained in this Lease Agreement. The Lease Agreement may be amended only by written document executed by both parties.

WHEREFORE, the parties hereto have set their hands and seals on the day set forth next to their signatures.

Sharon R. Beck, Clerk & Comptroller
Palm Beach County

R2007 1539
PALM BEACH COUNTY, FLORIDA,
BY ITS BOARD OF COUNTY
COMMISSIONERS

BY:

Sharon R. Beck
Deputy Clerk

Addie L. Greene
ADDIE L. GREENE, Chairperson

DATE:

SEP 11 2007

DATE:

SEP 11 2007

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: *Monor Jay*
Assistant County Attorney

DATE: 8/30/07

APPROVED AS TO TERMS AND
CONDITIONS:

BY: *Richard E. Walesky*
Richard E. Walesky, Director
Dept. of Environmental Resources Management

DATE: 8/12/07

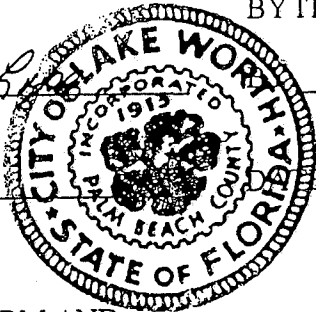
ATTEST:

CITY OF LAKE WORTH, FLORIDA,
BY ITS COMMISSION

BY: *Camela R. ...* Clerk *J. ...* Mayor

DATE: 7/25/07 DATE: 7/25/07

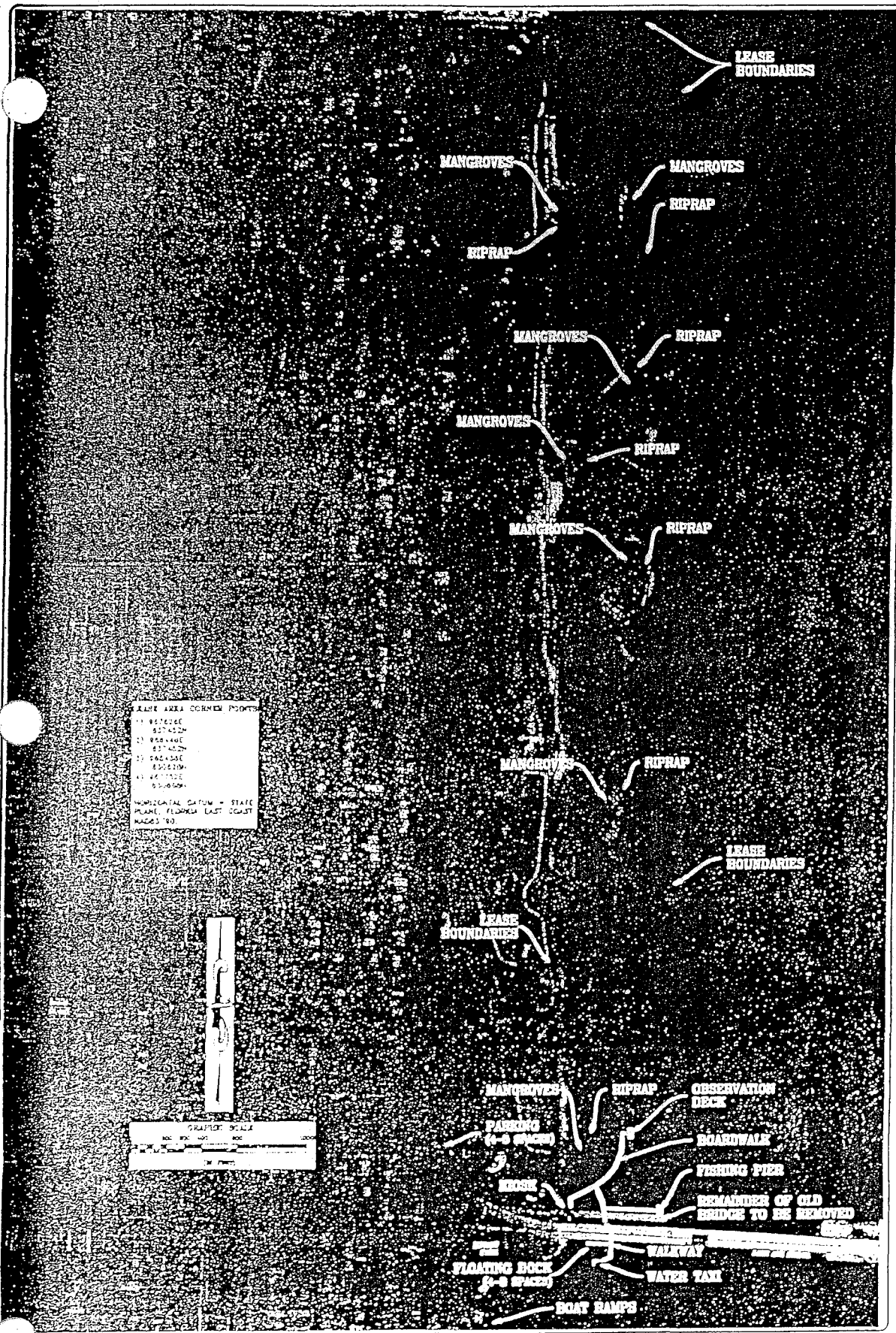
(SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

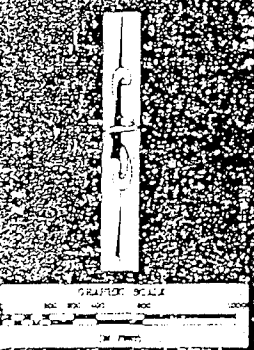
BY: *Laura ...*
City Attorney

DATE: 7-23-07

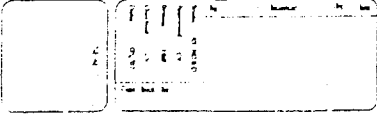


LEASE AREA CORNER POINTS
 11 857624E
 12 857452N
 13 858444E
 14 857452N
 15 846452E
 16 858444E
 17 857452E
 18 857624E
 19 858444E

HORIZONTAL DATUM - STATE PLANE, FLORIDA EAST COAST MADS 78



SNOOK ISLAND NATURAL AREA
 SITE PLAN



FLORIDA DEPARTMENT OF
ENVIRONMENTAL REOURCES
 2200 NORTH US 90, SUITE 100
 WEST PALM BEACH, FLORIDA
 33411-2499

Proposed Snook Islands Boardwalk, Fishing Pier(s) & Dock

Project Description

Demolition of the western portion of the old Lake Worth Bridge*

Work would include cutting the 14 concrete spans, placing them on barges and pulling the piles. Materials would be placed within the southern portion of the dredged hole as close to the fishing pier(s) as possible. Contractor has indicated the placement of the concrete materials as reef materials would save approximately two-thirds the overall costs.

Area	Cost Estimate
21,500 sq. ft.	\$225,000

Option 1 (Boardwalk and Observation Platform)

Includes the construction 600' long by 6' wide boardwalk, terminating along the waterward edge of the southern mangrove planter. In addition a 25' by 50' observation platform will be connected to the boardwalk.

3600 sq. ft.	\$252,000
1250 sq. ft.	\$87,500
4850 sq. ft.	\$339,500

\$339,500

Option 2 (Boardwalk, Observation Platform & Fishing Pier)

In addition to Option 1, this option includes a fishing pier that would parallel the old Lake Bridge. The pier would be 450' long by 6' wide with a 50' by 25' T-end.

2700 sq. ft.	\$189,000
1250 sq. ft.	\$87,500
3950 sq. ft.	\$276,500

\$616,000

Option 3 (Boardwalk, Observation Platform & Dock)

In addition to Options 1 & 2, this option includes an additional 280' long by 6' wide boardwalk pier that would go under the Lake Worth Bridge. Included in this option would be a 50' by 6' L-terminus, and (2) 30' by 6' floating piers with ramps. This feature would extend into Bryant Park. Batterboards would be attached to a portion of the boardwalk to provide protection to the moored boats.

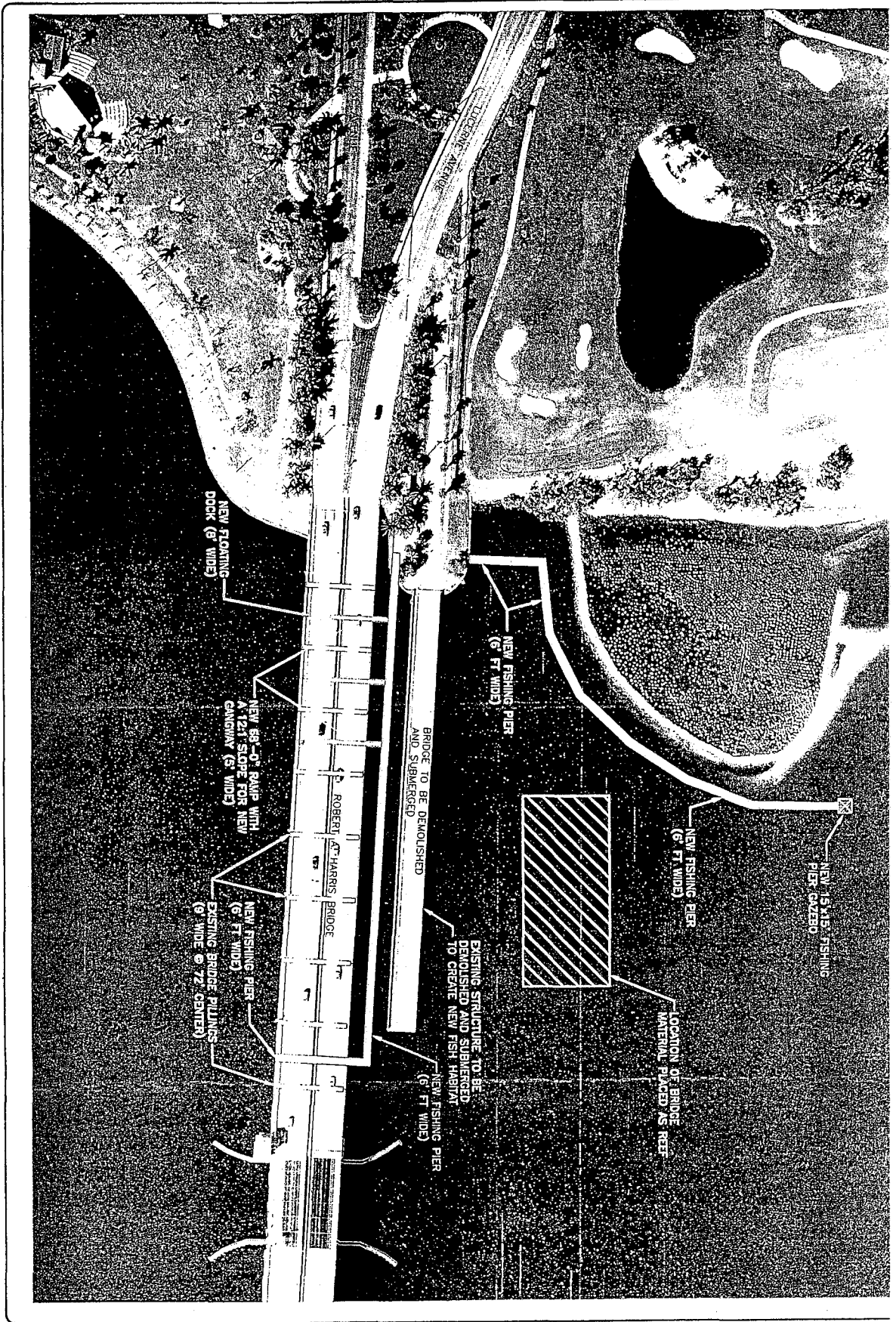
1680 sq. ft.	\$117,600
300 sq. ft.	\$21,000
1980 sq. ft.	\$138,600

\$804,600

Floating docks, gangways, batterboards, etc.	300 sq. ft.	\$50,000
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totals	\$188,600
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* Estimates were made by Jim Vance in 2005, an additional 25% has been added to adjust for current conditions. Costs for the wooden structures are \$70 per sq. ft. using an average of 40' long concrete piles, includes hand rails and lighting.



Sheet
 of 4
 1

Project
**SNOOK ISLANDS
 NATURAL AREA**
 PUBLIC USE FACILITY

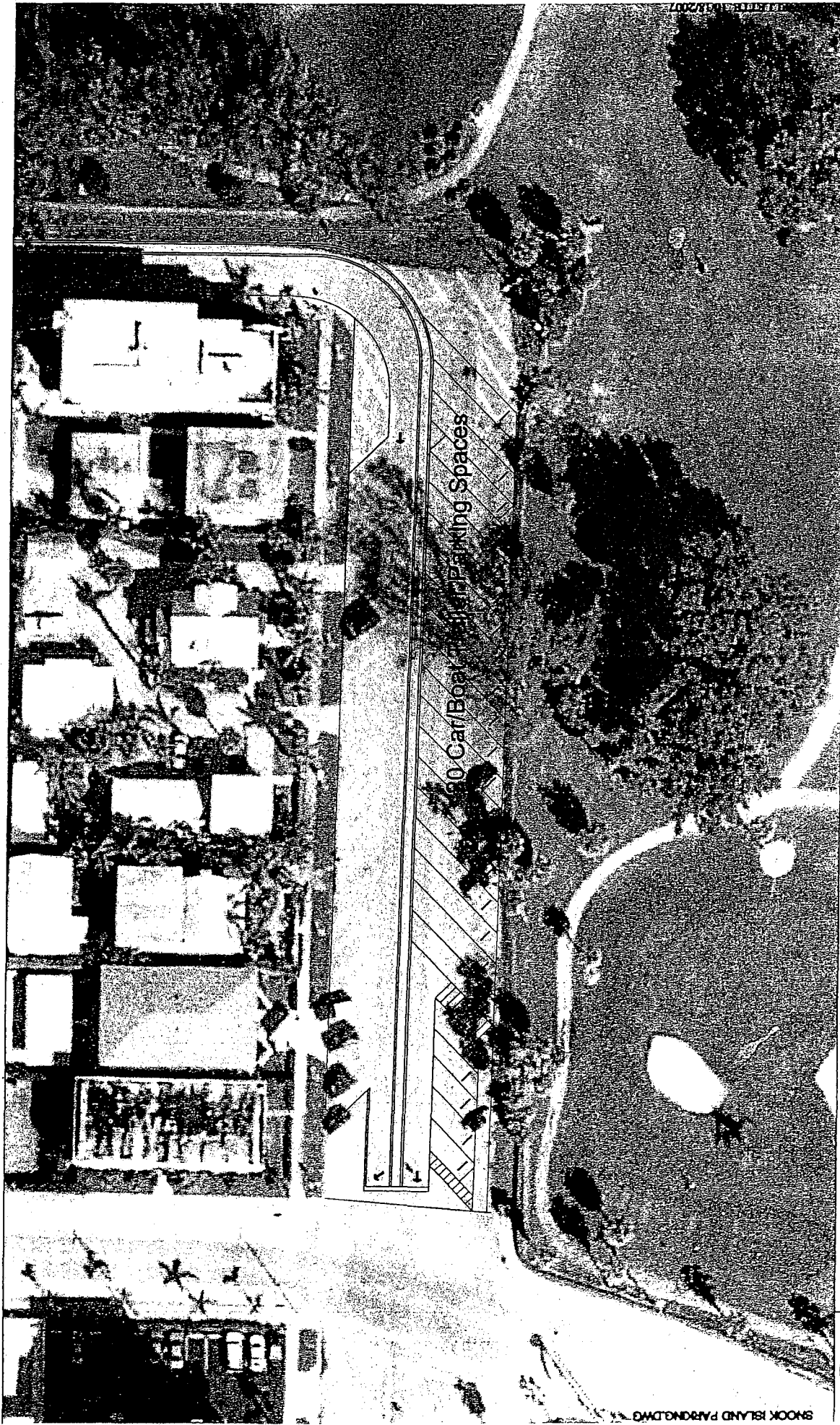
SCALE

Scale: 1" = 100'
 Date: 01/29/2008
 Field Book No:



PALM BEACH COUNTY
 DEPARTMENT OF
 ENVIRONMENTAL RESOURCES MANAGEMENT
 3399 NORTH JGG ROAD, 4TH FLOOR
 WEST PALM BEACH, FLORIDA 33411
 (561) 233-2460

Exhibit 3



PALM BEACH COUNTY
 PARKS & RECREATION DEPARTMENT
 PLANNING & DESIGN DIVISION

SNOOK ISLAND PARKING
 MASTER PLAN



0 20 40



OFFICE OF THE CITY CLERK

7 North Dixie Highway · Lake Worth, Florida 33460 · Phone: 561-586-1662 · Fax: 561-586-1750

May 7, 2008

County Attorney's Office
301 N. Olive Avenue, Suite 601
West Palm Beach, Florida 33406-1548

RE: Interlocal Agreement for the Old Lake Worth Bridge Demolition

Dear County Attorney:

On May 6, 2008, the City Commission approved an interlocal agreement with Palm Beach County to finalize the conceptual agreement regarding demolition of the Old Lake Worth Bridge. Upon execution by the County, please forward one original agreement to the above office for our official records.

Sincerely,

A handwritten signature in cursive script, appearing to read "Pamela J. Lopez".

Pamela J. Lopez, MMC
City Clerk

Enclosures (2)

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA
 BUDGET TRANSFER

BGEX 581 051608*2757

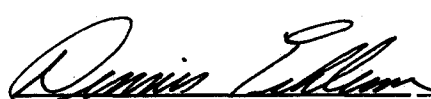
FUND 3019 - \$25M GO Park and Cultural Improv 03

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 5/16/2008	REMAINING BALANCE
Snook Islands Natural Area								
3019-581-E455-6503	Leashold Improvements - cip	0	600,000	225,000		825,000	0	825,000
New Boat Ramp Pk/Boynton Inlet								
3019-581-P519-6101	Land Subj	1,800,000	1,200,000		225,000	975,000	0	975,000
TOTAL				225,000	225,000			

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	5-19-08
_____	_____
_____	_____

By Board of County Commissioners
 At Meeting of
 June 17, 2008
 Deputy Clerk to the Court