

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 13, 2009

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A) Interlocal Agreement with the City of Pahokee in an amount not-to-exceed \$100,000 for the period January 13, 2009, through January 12, 2010, for renovations to the Pahokee Recreational Complex and the purchase of capital maintenance equipment for municipal parks; and B) Budget Transfer of \$100,000 within the \$25 Million GO Parks and Cultural Improvements Bond Fund - 2003 to Pahokee Park Improvement Projects.

Summary: This allocation provides funding for the renovation of the Pahokee Recreational Complex at 360 East Main Street and the purchase of capital maintenance equipment for Pahokee municipal parks. Expenses eligible for reimbursement include building materials, electrical labor and materials, air conditioners, construction labor, mower equipment, and other miscellaneous park improvement expenses. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 1, 2008. Funding is from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum. District 6 (PK)

Background and Justification: On October 7, 2008, the Board authorized redirection of \$100,000 from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum earmarked for Prince Theatre renovations to Pahokee park improvement projects. The park improvement projects include renovation of the Pahokee Recreational Complex and the purchase of capital maintenance equipment for various municipal parks.

Proposed renovations to the Pahokee Recreational Complex include the creation of a Family Resource Center featuring a senior citizen activity room, resource library, and computer lab; the renovation of five classrooms to support a year-round after school/summer program; and the renovation of two restrooms to support after school, summer, and various athletic programs. The capital maintenance equipment will be used at the Pahokee Recreational Complex as well as at other Pahokee municipal parks. The completion date for this project is January 12, 2010, and the term of the Agreement is until January 12, 2040, consistent with the term of other Bond projects. The Agreement has been executed by the City of Pahokee, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

Recommended by: _____

[Signature]
Department Director

12/17/08
Date

Approved by: _____

[Signature]
Assistant County Administrator

12/20/08
Date

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF PAHOKEE FOR FUNDING OF RENOVATIONS TO THE
PAHOKEE RECREATIONAL COMPLEX AND THE PURCHASE OF CAPITAL
MAINTENANCE EQUIPMENT FOR CITY PARKS**

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

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 360 East Main Street in the City of Pahokee; and

WHEREAS, MUNICIPALITY desires to renovate the Pahokee Recreational Complex located at said location, and to purchase capital equipment maintenance of City parks, hereinafter to be referred to as "the Project"; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the construction and funding for 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 \$100,000 for 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. 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 \$25,000 or greater to complete the Project. The parties agree that the COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$25,000.

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 Matthew Brock, City Manager, City of Pahokee, 561- 924-5534.

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 twelve (12) 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 provided to by the MUNICIPALITY by the Contractor/Vendor.

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 \$100,000 for those approved pre-agreement costs accruing to the Project subsequent to January 1, 2008, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 For construction projects fully funded by the County, no more than 10% of the County's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Agreement.

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

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

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

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

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

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

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

ARTICLE 5: USE OF THE PROJECT

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

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

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

ARTICLE 6: ACCESS AND AUDITS

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

ARTICLE 7: NOTICES

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

As to the COUNTY:

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

With a copy to:

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

As to the MUNICIPALITY:

City Manager
City of Pahokee
171 North Lake Avenue
Pahokee, FL 33476

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 survive termination of this Agreement.

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

ARTICLE 12: INSURANCE

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

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

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

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

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

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

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

2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. The COUNTY shall be added an Additional Insured.
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

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 &
Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By _____
Deputy Clerk

By: _____
John F. Koons, Chairman

ATTEST:

CITY OF PAHOKEE

By *Susan Felber*
Clerk

By: *Mary Felber*
Mayor

APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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

By: *Muriel [Signature]*
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 Cost List**

EXHIBIT A

PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN, AND COST ESTIMATE

August 7, 2008

Mr. Dennis L. Eshleman
Department Parks & Recreation
2700 6th Avenue South
Lake Worth, Florida 33461

RE: City of Recreational Complex Class-room renovations

Dear Mr. Eshleman:

Project Description

The City of Pahokee plans to make the following renovation at the City of Pahokee Recreational Complex located at 360 East Main street Pahokee, Florida 33476:

1. *Renovations to include construction, electrical and air conditioning to:*
 - Create a family Resource Center:
 1. Senior Citizen Activity Room
 2. Resource Library
 3. Computer Lab
 - Renovate five classrooms to support a year round after school/summer program ; and
 - Renovate two restrooms to support the after school, summer, and various athletic programs.
2. *Purchase lawn maintenance capital equipment to maintain Pahokee Recreational Complex and other City Parks*

Sincerely

Herbert Crawford
Parks & Recreation Director

Cc. Matthew Brock, City Manager
Jessie Santamaria, County Commissioner

August 7, 2008

Mr. Dennis L. Eshleman
Department Parks & Recreation
2700 6th Avenue South
Lake Worth, Florida 33461

RE: City of Recreational Complex Class-room renovations

Dear Mr. Eshleman:

Project Cost Estimate

The City of Pahokee plans to make the following renovation at the City of Pahokee Recreational Complex located at 360 East Main street Pahokee, Florida 33476:

Program Item	Construction Budget
Building Material (Home Depot)	
Electrical (Labor/Material)	
Air Condition (four 5 ton units)	
Construction Labor	
Z-Track Lawn Mower (equipment)	
<i>Other Miscellaneous Expenses</i>	
Total	\$125,000 ⁵

Sincerely

Herbert Crawford
Parks & Recreation Director

Cc. Matthew Brock, City Manager
Jess Santamaria, County Commissioner

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

"OLD PAHOKEE SCHOOL"

ONS 6795 Pt 1528

LAND DESCRIPTION AS PART OF THIS SURVEY:

PORTIONS OF LOTS 5, 6, 7, 8, 9, 10 AND 11; PLAT OF "RIDGEWAY BEACH", LYING SOUTHERLY FROM THE NORTHEASTERLY RIGHT-OF-WAY OF STATE ROAD 15 (MAIN STREET) SECTION 93130, DATED 10/20/71, RECORDED IN PLAT BOOK 7, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND
 PORTIONS OF THAT CERTAIN 20.00 FOOT ALLEY, ABANDONED JULY 14, 1956, BY ORDINANCE NO. 7-58 CITY OF PAHOKEE, FLORIDA, RECORDED IN OFFICIAL RECORD BOOK 217, PAGE 357, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THIS ALLEY WAS PREVIOUSLY ABANDONED BY TOWN ORDINANCE ACCORDING TO THE BOUNDARY SURVEY PERFORMED FOR THE "BOARD OF PUBLIC INSTRUCTIONS OF PALM BEACH COUNTY, FLORIDA", CERTIFIED BY E.L. BAIRD, FLORIDA CERTIFICATE NO. 809, MARCH 1928, H.C. FUGATE ENGINEERING COMPANY, DRAWING NO. T.F. 234, LYING IN THE PLAT OF "RIDGEWAY BEACH", RECORDED IN PLAT BOOK 7, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

PORTIONS OF TRACTS 1, 2 AND 3, PLAT OF "RIDGEWAY BEACH", RECORDED IN PLAT BOOK 7, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR THE PURPOSE OF THIS DESCRIPTION THE EAST LINE OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST IS ASSUMED TO BEAR SOUTH 01° 06' 00" WEST AND ALL BEARINGS RELATED HEREIN ARE RELATED THERETO.

COMMENCING AT THE MEANDER CORNER (LAKE OKEECHOBEE) ALONG THE EAST BOUNDARY OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; AS SHOWN ON THE PLAT TITLED "OKELANTA PLANTATION COMPANY'S SUBDIVISION", RECORDED IN PLAT BOOK 16, PAGE 34, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND REFERENCED HERETO WITH THE PLAT TITLED "ADDITION TO THE TOWN OF PAHOKEE, PALM BEACH COUNTY, FLORIDA", RECORDED IN PLAT BOOK 16, PAGE 31, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THENCE SOUTH 01° 06' 00" WEST ALONG THE EAST LINE OF SAID SECTION 18; SAID LINE ALSO BEING THE CENTERLINE OF A 60.00 FOOT RIGHT-OF-WAY KNOWN AS SOUTHEAST FORTH AVENUE (BARFIELD ROAD), A DISTANCE OF 131.67 FEET, MORE OR LESS, INTERSECTING THE NORTHEASTERLY CENTERLINE OF A 20.00 FOOT ALLEY, NOW ABANDONED AND RECORDED IN OFFICIAL RECORD BOOK 217, PAGE 357, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 60° 04' 09" WEST ALONG THE SAID CENTERLINE OF THE 20.00 FOOT ALLEY EXTENSION, A DISTANCE OF 25.01 FEET, MORE OR LESS, INTERSECTING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST FORTH AVENUE (BARFIELD ROAD) AS NOW LAID OUT AND IN USE, RECORDED IN OFFICIAL RECORD BOOK 204, PAGE 100, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND; THENCE CONTINUE SOUTH 60° 04' 09" WEST ALONG SAID CENTERLINE OF THAT 20.00 ABANDONED ALLEY (PARALLELING THE SOUTHERLY BOUNDARY OF LOTS 1 THROUGH 4, PLAT OF RIDGEWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA), A DISTANCE OF 218.89 FEET, MORE OR LESS, INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 4, EXTENDED TO INTERSECT THE CENTERLINE OF SAID 20.00 FOOT ABANDONED ALLEY; THENCE NORTH 29° 56' 18" WEST ALONG SAID WESTERLY BOUNDARY OF LOT 4 EXTENDED TO INTERSECT SAID 20.00 FOOT ABANDONED ALLEY A DISTANCE OF 193.31 FEET, MORE OR LESS, INTERSECTING THE MOST SOUTHERLY RIGHT-OF-WAY LINE OF "MAIN STREET" (ALSO KNOWN AS STATE ROAD 15, DESIGNATED SECTION 93130, DATED OCTOBER 20, 1941, RECORDED AT THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4, FT. LAUDERDALE, FLORIDA); THENCE SOUTH 60° 41' 20" WEST ALONG

ORS 6975 N 1529

Said right-of-way a distance of 454.86 feet, more or less, intersecting the most easterly boundary of Lot 12, said plat of Ridgeway Beach; thence south 29° 32' 38" east along said most easterly boundary extended to the centerline of said 20.00 foot abandoned alley, a distance of 198.23 feet, more or less, to said centerline of 20.00 foot abandoned alley; thence south 60° 04' 08" west along said centerline of 20.00 foot abandoned alley that parallels and lying 10.00 feet southerly with the most southerly boundary of Lots 12, 12A, 13, 14, 15, 16 and 17, said plat of Ridgeway Beach, a distance of 456.27 feet intersecting the most easterly right-of-way line of Annon Avenue, a 40.00 foot right-of-way as laid out and in use as of 4/30/91; thence south 29° 08' 38" east along said right-of-way a distance of 62.07 feet; more or less, intersecting the northerly right-of-way line of Southeast First Street, as recorded in Official Record Book 204, Page 100, Book 100 Records of Palm Beach County, Florida (formerly Ridgeway Avenue); thence south 89° 29' 15" east along the said northerly right-of-way line of Southeast First Street, a distance of 938.23 feet intersecting the westerly right-of-way line of Southeast Fortk Avenue (Barfield Road); thence north 01° 06' 00" east along said westerly right-of-way a distance of 627.22 feet to the point of beginning.

CONTAINS 9.58 ACRES, MORE OR LESS.

SUBJECT TO RIGHTS-OF-WAY AND EASEMENTS, RECORDED OR UNRECORDED.

THIS DESCRIPTION PREPARED BY:

George C. Panos
 GEORGE C. PANOS, REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NO 1678
 AS PART OF THIS SURVEY IN THE OFFICE OF:
 FLORIDA SURVEYING & MAPPING, INC.

DATED: 7/26/91

THIS CONVEYANCE is subject to, and the Grantee, by acceptance of this deed of conveyance hereby covenants and agrees that it shall execute and enter into an agreement with one or more private developers to develop said real property for predominantly commercial purposes and that the Grantee shall enter into said agreement as expeditiously as possible, but not later than five (5) years from the date of this deed; that the foregoing conditions and covenants of this deed of conveyance are for the benefit of the Grantor, and that in the event of any violation thereof or failure of the Grantee to perform, execute and enter into said agreement, or in the event said agreement is not executed and entered into within five (5) years from the date of this deed, title to said real property shall immediately revert to and vest in Grantor, its successors and assigns.

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

EXHIBIT C

**CONTRACT PAYMENT REQUEST FORM AND
CONTRACTUAL SERVICES PURCHASE SCHEDULE
FORM**



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

_____ Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
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

EXHIBIT D

PRE-AGREEMENT COST LIST

Note: Costs must be for eligible project expenses incurred subsequent to January 1, 2008

August 7, 2008

Mr. Dennis L. Eshleman
Department Parks & Recreation
2700 6th Avenue South
Lake Worth, Florida 33461

RE: City of Recreational Complex Class-room renovations

Dear Mr. Eshleman:

Pre-Agreement
Project Cost Estimate

The City of Pahokee plans to make the following renovation at the City of Pahokee Recreational Complex located at 360 East Main street Pahokee, Florida 33476:

Program Item	Construction Budget
Building Material (Home Depot)	
Electrical (Labor/Material)	
Air Condition (four 5 ton units)	
Construction Labor	
Z-Track Lawn Mower (equipment)	
<i>Other Miscellaneous Expenses</i>	
Total	\$125,000 ⁰⁰

Sincerely

Herbert Crawford
Parks & Recreation Director

Cc. Matthew Brock, City Manager
Jess Santamaria, County Commissioner


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/25/2008
PRODUCER (407)445-2414 FAX: (407)445-2868 World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED City of Pahokee 171 N Lake Avenue Pahokee FL 33476-1861		INSURERS AFFORDING COVERAGE INSURER A: Public Risk Management INSURER B: INSURER C: INSURER D: INSURER E:
		NAIC #

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PRM 07-011	4/1/08	4/1/09	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PRM 07-011	4/1/08	4/1/09	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PRM 07-011	4/1/08	4/1/09	
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 With respects to Holiday lights for;
 "Light-up Pahokee" project.

CERTIFICATE HOLDER
 syinger@pbcgov.com
 Palm Beach County Board of County Commiss
 Susan Yinger
 301 N Olive Ave
 West Palm Beach, FL 33401

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
 Andrew Cooper/PATTI 

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

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

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 12/11/2008	REMAINING BALANCE
<u>Pahokee Park Improvement Projects</u>								
3019-581-P680-8101	Contributions Othr Govtl Agency	0	0	100,000		100,000	0	100,000
<u>Reserves</u>								
3019-581-9900-9908	Res-New Projects	1,933,590	999,261		100,000	899,261	0	899,261
TOTAL				<u>100,000</u>	<u>100,000</u>			

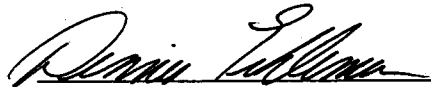
Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

 12/16/08

By Board of County Commissioners
At Meeting of
January 13, 2009
Deputy Clerk to the Court