

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 5, 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: Interlocal Agreement with the City of Boynton Beach for the period May 5, 2009, through May 4, 2012, in an amount not-to-exceed \$150,000 for funding of the Congress Avenue Barrier Free Community Park Water Feature.

Summary: This Agreement provides funding for the water feature of the Congress Avenue Barrier Free Community Park being constructed at 3111 South Congress Avenue in Boynton Beach. Funding is from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum, as amended - District 3. District 3 (PK)

Background and Justification: On October 7, 2008, the Board approved the transfer of \$150,000 from the proposed project list for the 2002 \$50 Million Recreational Bond referendum, as amended, from New Boat Ramp Park/Boynton Inlet to Boynton Beach Congress Avenue Boundless Park. The 13.5 acre park has now been named the Congress Avenue Barrier Free Community Park, and is currently under construction, with the water feature to be constructed at the same time as the rest of the park. Park amenities will include three large play areas in the fashion the "Boundless Park" concept, picnic shelter, seating areas, restroom, trails, sensory areas, public art, landscaping, and irrigation. The overall park theme is one of a "swamp" with hidden swamp "critters", "pretend" streams, lake fronts, and natural vegetation.

The water feature is one component of the larger park, and its elements include a stamped concrete "littoral" edge, alligator head with misters along the sides, cattail sprayers, lily pad walk, frog sprayers, and associated elements such as benches and trash receptacles. The total cost of the water feature is estimated to be \$150,000, which includes both design and construction. The County funding will pay for the entire water feature element of the new park.

The specified completion date for construction of the water feature and submission of reimbursement documentation for the project is May 4, 2012. The term of the Agreement is until May 4, 2039, which is the standard 30 year term for Bond Agreements. The Agreement has been executed on behalf of the City of Boynton Beach, and now needs to be approved by the Board of County Commissioners.

Attachment: Interlocal Agreement

Recommended by: 
Department Director

4/17/09
Date

Approved by: 
Assistant County Administrator

4/27/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>150,000</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>150,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3019 Department 581 Unit P674
 Object 8101 Program

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

FUND: \$25M GO 03, Parks & Cultural Facilities
 UNIT: Boynton Beach Congress Ave Boundless Park FY2009

Contributions Othr Govtl Agency 3019-581-P674-8101 \$150,000

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 4-24-09
 OFMB 4/23/09
at 04/23/09 CN 4/21/09

[Signature] 4/24/09
 Contract Development & Control
6/2/09 4/24/09

B. Legal Sufficiency:

[Signature] 4/27/09
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Departmental Review:

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF BOYNTON BEACH FOR THE CONGRESS AVENUE BARRIER
FREE COMMUNITY PARK WATER FEATURE**

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

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 3111 South Congress Avenue in Boynton Beach on which it is constructing the Congress Avenue Barrier Free Community Park Water Feature, hereinafter referred to as "the Project"; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the design and construction of the 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, 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 \$150,000 for the design and construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

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

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

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

Section 1.07 MUNICIPALITY shall utilize its procurement process for all 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 thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to the COUNTY at least ninety (90) days prior to that date MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

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

ARTICLE 3: FUNDING

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

Section 3.02 The COUNTY shall reimburse project costs under the terms of this Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this

Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to the COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by the MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form.

Further, MUNICIPALITY's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

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

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

Section 3.05 The County agrees to reimburse MUNICIPALITY an amount not to exceed \$150,000 for pre-agreement costs .

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

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

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

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

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

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

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

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

ARTICLE 5: USE OF THE PROJECT

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

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

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

ARTICLE 6: ACCESS AND AUDITS

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

ARTICLE 7: NOTICES

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

As to the COUNTY:

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

With a copy to:

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

As to the MUNICIPALITY:

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

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

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

ARTICLE 9: REMEDIES

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

ARTICLE 10: FILING

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

ARTICLE 11: INDEMNIFICATION

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

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

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

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

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

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

3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.
5. The Contractor agrees to carry builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum.

ARTICLE 13: PUBLIC ENTITY CRIMES

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

ARTICLE 14: CAPTIONS

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

ARTICLE 15: SEVERABILITY

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

ARTICLE 16: ENTIRETY OF AGREEMENT

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

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions

hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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

ATTEST:

SHARTON R. BOCK, Clerk & Comptroller

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

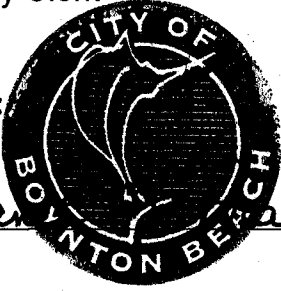
By: _____
Deputy Clerk

By: _____
Commissioner John F. Koons, Chairman

ATTEST:

CITY OF BOYNTON BEACH

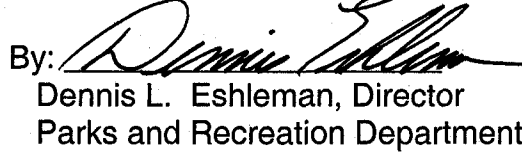
By:  Clerk

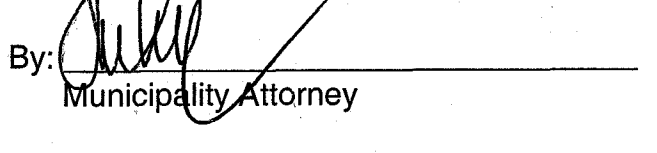


By:  Mayor

APPROVED AS TO TERMS AND CONDITIONS:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

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 Cost List (Not Applicable)

EXHIBIT A

PROJECT DESCRIPTION, CONCEPTUAL
SITE PLAN, AND COST ESTIMATE

EXHIBIT A

Congress Avenue Barrier Free Community Park

Project Description

The Congress Avenue Barrier Free Community Park consists of 13.5 acres located on South Congress Avenue. The park is currently being design and bids are scheduled to be received in January. Park amenities will include three large play areas in the fashion of the "Boundless Park" concept, picnic shelter, seating areas, restroom, trails, sensory areas, public art, landscaping and irrigation. The overall park theme is one of a "swamp" with hidden swamp critters, "pretend" streams, lake fronts and natural vegetation.

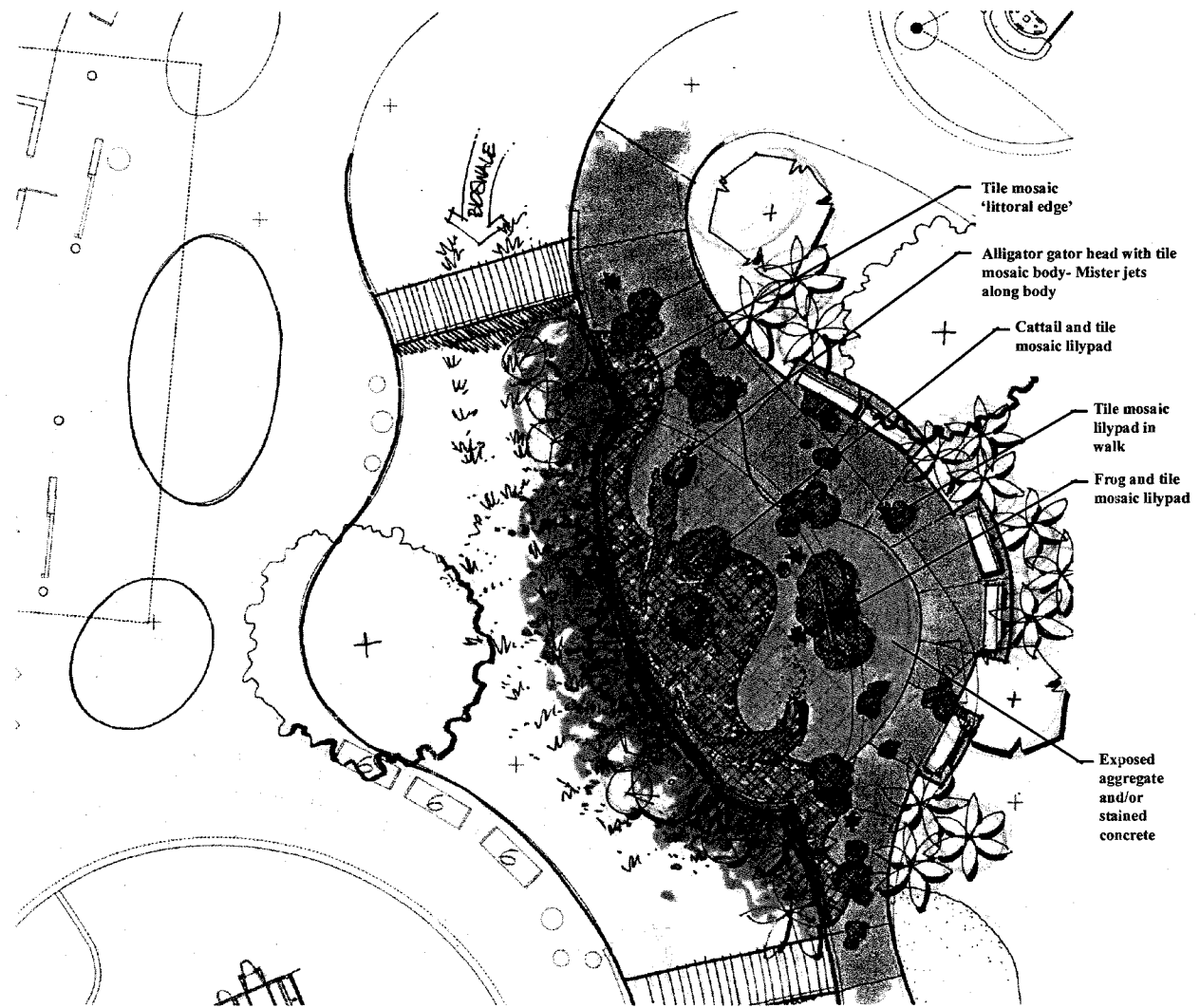
In November 2008, Palm Beach County through Commissioner Kanjian offered \$150,000 to the City for the inclusion of a water feature. This feature will become one component of the larger park. The water feature will include a stamped concrete "littoral" edge, alligator head with misters along the sides, cattail sprayers, lily pad walk, frog sprayers and associated elements such as benches, trash receptacles, etc.

Estimated Cost

\$150,000 includes design and construction

Conceptual Site Plan

Please see attachment



- Tile mosaic 'littoral edge'
- Alligator gator head with tile mosaic body- Mister jets along body
- Cattail and tile mosaic lilypad
- Tile mosaic lilypad in walk
- Frog and tile mosaic lilypad
- Exposed aggregate and/or stained concrete

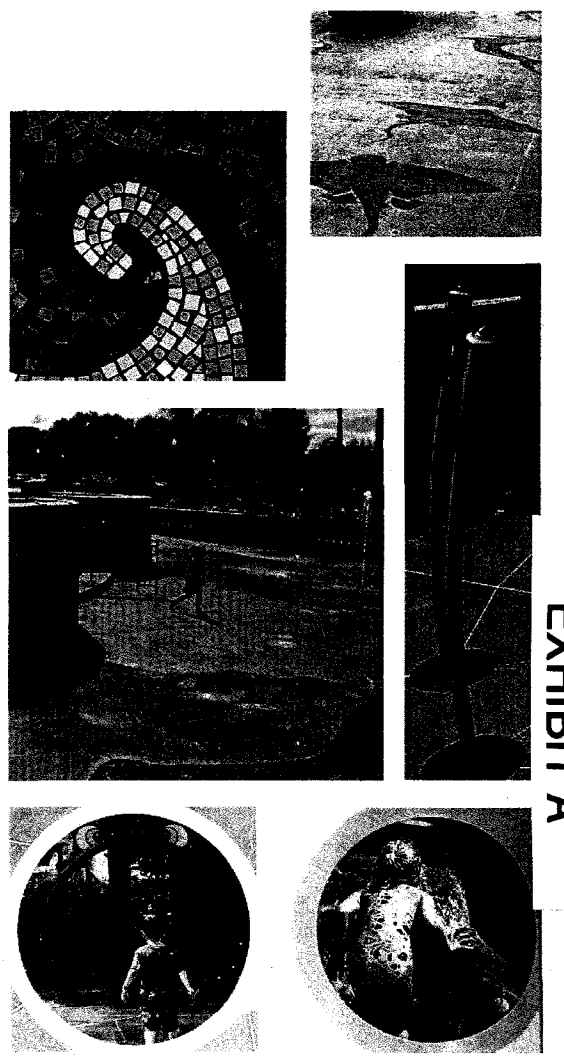


EXHIBIT A

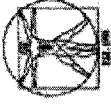


CONGRESS AVENUE COMMUNITY PARK
City of Boynton Beach

November 25, 2008

WATER FEATURE
Concept 'D'

REG
 REGISTERED
 PROFESSIONALS
 INCORPORATED



1231 W. BAY
 MIAMI BEACH, FL 33134
 WEST PALM BEACH
 FLORIDA 33411
 TEL: 561-833-3333
 FAX: 561-833-3334
 WWW.REG-PROF.COM

COMPANION NUMBER:
 123456789



**THE VILLAGE
 OF WELLINGTON
 AMPHITHEATRE**

WELLINGTON, FLORIDA

THE VILLAGE
 OF WELLINGTON
 AMPHITHEATRE

REVISED:

REVISIONS:

NO.

DATE

DESCRIPTION

SCALE

AS NOTED

DRAWN

BY

CHECKED

DATE

BY

DATE

BY

DATE

BY

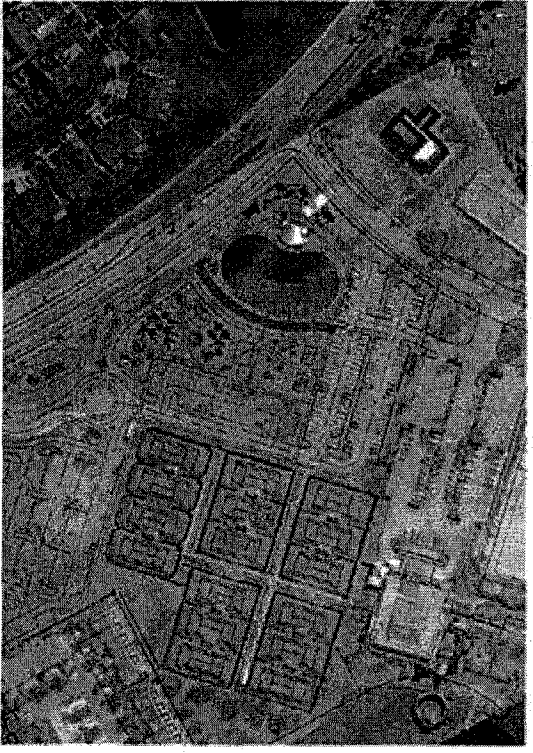
DATE

BY

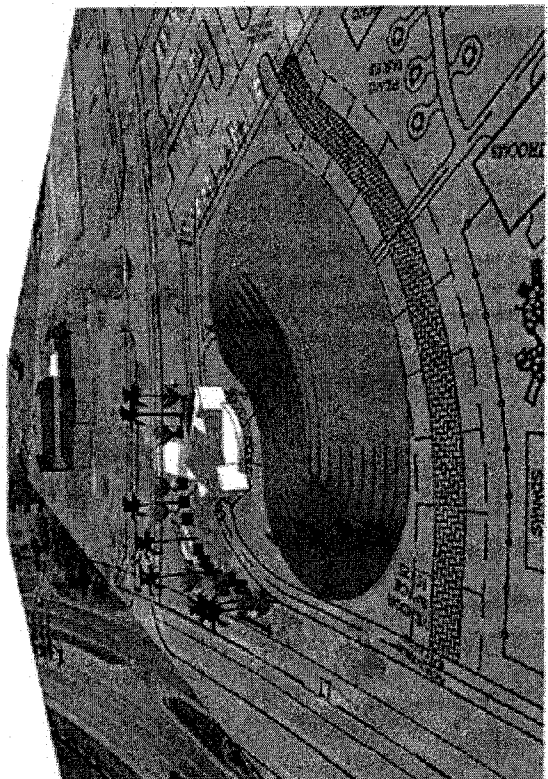
**EXISTING
 CONDITIONS**



EXISTING CONDITIONS



CURRENT PARK DESIGN BY OTHERS



CURRENT DESIGN BY OTHERS AERIAL VIEW

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

LEGAL DESCRIPTION

Beginning for the same at a point distance (1) South $00^{\circ}33'16''$ West 785.37 feet and (2) South $88^{\circ}46'47''$ West 53.03 feet from the Northeast corner of Section 6, Township 46 South, Range 43 East, said point also lying in the Southerly right-of-way line of West Chapel Hill Road and the Westerly right-of-way line of Congress Avenue and being the Northeast corner of the parcel hereinafter described, and running thence with part of said Congress Avenue (1) South $00^{\circ}33'16''$ West 996.81 feet to a point; thence leaving said right-of-way line (2) North $84^{\circ}57'14''$ West 528.39 feet to a point; thence (3) south $79^{\circ}46'47''$ West 401.87 feet to a point; thence (4) North $00^{\circ}33'16''$ East 1002.00 feet to a point in the Southerly right-of-way line of West Chapel Hill Road; thence with part of said right-of-way line (5) North $88^{\circ}46'47''$ East 922.00 feet to the place of beginning.

H:\2007\00AB\Real Estate\Opinion of Title - O&E\Opinion of Title - BB.doc

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.

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.

 Administrator Date

 Financial Officer Date

EXHIBIT D

PRE-AGREEMENT COST LIST

(NOT APPLICABLE)



STAR INSURANCE COMPANY

CERTIFICATE OF INSURANCE

DATE ISSUED: 4/1/09

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

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

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

COMPANIES AFFORDING COVERAGE

COMPANY (A) STAR INSURANCE COMPANY

COMPANY (B) _____

COMPANY (C) _____

COMPANY (D) _____

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	CP 02679 03	04/01/09	4/1/2010	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG EACH OCCURRENCE FIRE DAMAGE (any one fire) MED. EXPENSE (any one person) <u>SEE BELOW</u> <u>SEE BELOW</u>
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	N/A	N/A	N/A	COMBINED SINGLE LIMIT BODILY INJURY (per person) BODILY INJURY (per accident) PROPERTY DAMAGE <u>N/A</u>
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	CP 02679 03	04/01/09	4/1/2010	EACH OCCURRENCE AGGREGATE \$5,000,000 <u>\$10,000,000</u>
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	CP 02679 03	04/01/09	4/1/2010	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICE LIMIT DISEASE-EACH EMPLOYEE <u>Statutory</u>

Company A - Policy subject to the SIR per General Endorsement SNS GEN 01 attached to the Policy.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS - All operations usual to a normal City Government including the Certificate Holder with respects insurance coverage regarding Congress Avenue Barrier Free Community Park Agreements.
 All other terms and conditions of this policy remain unchanged.

CERTIFICATE HOLDER

Palm Beach County
 Board of County Commissioners
 Risk Management Department
 160 Australian Ave.
 West Palm Beach, FL 33406

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Signature:
 Sandra M. Donaghy

Meadowbrook Insurance Group