

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 19, 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 Town of Lake Clarke Shores for the period May 19, 2009, through May 18, 2011, in an amount not-to-exceed \$75,000 for Lake Clarke Shores Community Park Improvements – Phase IV.

**Summary:** This allocation provides funding for Phase IV improvements to Lake Clarke Shores Community Park to include electricity for picnic pavilions, playground shade structure, play equipment, park furniture including water fountain and benches, fencing, design and construction, project coordination/management fees, and other miscellaneous project expenses. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to January 1, 2009. Funding is from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum. District 3 (PK)

**Background and Justification:** On October 7, 2008, the Board authorized redirection of \$75,000 from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum earmarked for a new boatramp park in Boynton Beach to Lake Clarke Shores Community Park. Lake Clare Shores Community Park is located at 1700 Carandis Road, and principally serves the public on the north side of Forest Hill Boulevard, as well as those who visit the park via the bus stop 500 feet from the park. The park is classified as a user-oriented neighborhood park, primarily serving families with children who find it difficult and dangerous to cross Forest Hill Boulevard on foot or bicycle to access recreational facilities to its south. The park was designed by team of resident volunteers as a public service, assuring community input into the type of facilities included.

Lake Clarke Shores Community Park Improvements - Phase IV project elements include improvements and additions to the playground such as a shade structure, fencing, water fountain, benches, and play apparatus, as well as the provision of electricity to nearby picnic pavilions. The project will be fully funded by the \$75,000 bond allocation and requires no match by the Town of Lake Clarke Shores. The completion date for this project is May 18, 2011, and the term of the Agreement is until May 18, 2039, consistent with the thirty-year term of other recreation and cultural facility bond projects. The Agreement has been executed by the Town of Lake Clarke Shores, and now needs to be approved by the Board of County Commissioners.

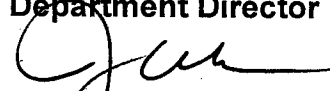
Attachment: Interlocal Agreement

Recommended by:

  
Department Director

4/30/09  
Date

Approved by:

  
Assistant County Administrator

5/13/09  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>75,000</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>75,000</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 X No \_\_\_\_\_  
Budget Account No.: Fund 3019 Department 581 Unit P675  
Object 8101 Program N/A

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

FUND: \$25M GO 03, Parks & Cultural Facilities  
UNIT: Lake Clark Shores Community Park FY2009

Contributions Othr Govtl Agency 3019-581-P675-8101 \$75,000

C. Departmental Fiscal Review: Chapelakis

## III. REVIEW COMMENTS

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

Jim Doherty 5-9-09  
OFMB 5/11/09 on 5/4/09

Ann J. Jacobson 5/12/09  
Contract Development and Control  
Agrees 5/12/09

### B. Legal Sufficiency:

Paul F. [Signature] 5/13/09  
Assistant County Attorney

This Contract complies with our  
contract review requirements.

### C. Other Department Review:

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

REVISED 10/95  
ADM FORM 01

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**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF LAKE CLARKE SHORES FOR LAKE CLARKE SHORES  
COMMUNITY PARK IMPROVEMENTS – PHASE IV**

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

**W I T N E S S E T H:**

**WHEREAS**, MUNICIPALITY owns property located at 1700 Carandis Road in Lake Clarke Shores; and

**WHEREAS**, MUNICIPALITY desires to provide Phase IV improvements at Lake Clarke Shores Community Park, hereinafter referred to as "the Project" at said location; and

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

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

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

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

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

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

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

**WHEREAS**, both parties desire to increase the recreational and cultural

opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

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

## **ARTICLE 1: GENERAL**

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

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

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$75,000 for 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". MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide 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 Interlocal Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

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

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the construction of the Project shall be JoAnn Hatton, Town Manager, Town of Lake Clarke Shores, 561-964-1515.

Section 1.06 MUNICIPALITY shall 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 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 COUNTY's Representative for review. 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 COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY agrees to totally complete the Project and open same to the public for its intended use within twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to 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 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 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. COUNTY shall not disburse any funds to MUNICIPALITY for the Project until MUNICIPALITY has appropriated and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Interlocal 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 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 MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 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 COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. 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 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 COUNTY.

Section 3.05 County agrees to reimburse MUNICIPALITY an amount not to exceed \$75,000 for those approved pre-agreement costs accruing to the Project subsequent to January 1, 2009, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 For construction projects fully funded by COUNTY, no more than 10% of COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Interlocal Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by the MUNICIPALITY, and will not be eligible for reimbursement from 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 COUNTY with a certification, in a form acceptable to COUNTY, from MUNICIPALITY'S Chief Financial Officer or an independent auditor that MUNICIPALITY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to MUNICIPALITY under this Interlocal Agreement.

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

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. 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 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 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, 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 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 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 (acquisition/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 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. 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 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 MUNICIPALITY:

Town Manager  
Town of Lake Clarke Shores  
1702 Barbados Road  
Lake Clarke Shores, FL 33406

With a copy to:

Charles F. Schoech, Town of Lake Clarke Shores Attorney  
Caldwell, Pacetti, Edwards, Schoech & Viator LLP  
One Clearlake Centre  
250 South Australian Avenue, Suite 600  
West Palm Beach, FL 33401

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

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 COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once 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 COUNTY only contributes funding under this Interlocal 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 to the extent permitted by Florida Law and subject to the limitations of Section 768.28 Florida Statutes indemnify, save and hold harmless and defend 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 Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

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

#### **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, 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.

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

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 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.

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.

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Interlocal 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 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 Interlocal 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 Interlocal 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:**

**TOWN OF LAKE CLARKE SHORES**

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

By: Malcolm K. Lewis  
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: Chad H. Hosh  
Municipality Attorney

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

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

## **LIST OF EXHIBITS**

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

**LAKE CLARKE SHORES COMMUNITY PARK PHASE IV  
PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN AND COST ESTIMATE**

**EXHIBIT "A"**

Lake Clarke Shores Community Park, located at 1700 Carandis Road, principally serves the public on the north side of Town (north of Forest Hill Boulevard), and those who wish to visit via the public transportation system (bus stop 500 feet from the park).

Due to its size, present facilities, and future facilities, it is properly classified as a user-oriented neighborhood park, primarily serving families with children who find it difficult and dangerous to cross Forest Hill Boulevard on foot or by bicycle to access recreational facilities to its south.

The goal of this park is to provide the backbone to support many activities. Following the acquisition of the land, Lake Clarke Shores Community Park was designed by a team of resident volunteers as a public service, thus assuring community input into the type of facilities to be included.

The following descriptions are a few of the proposed facilities as shown below:

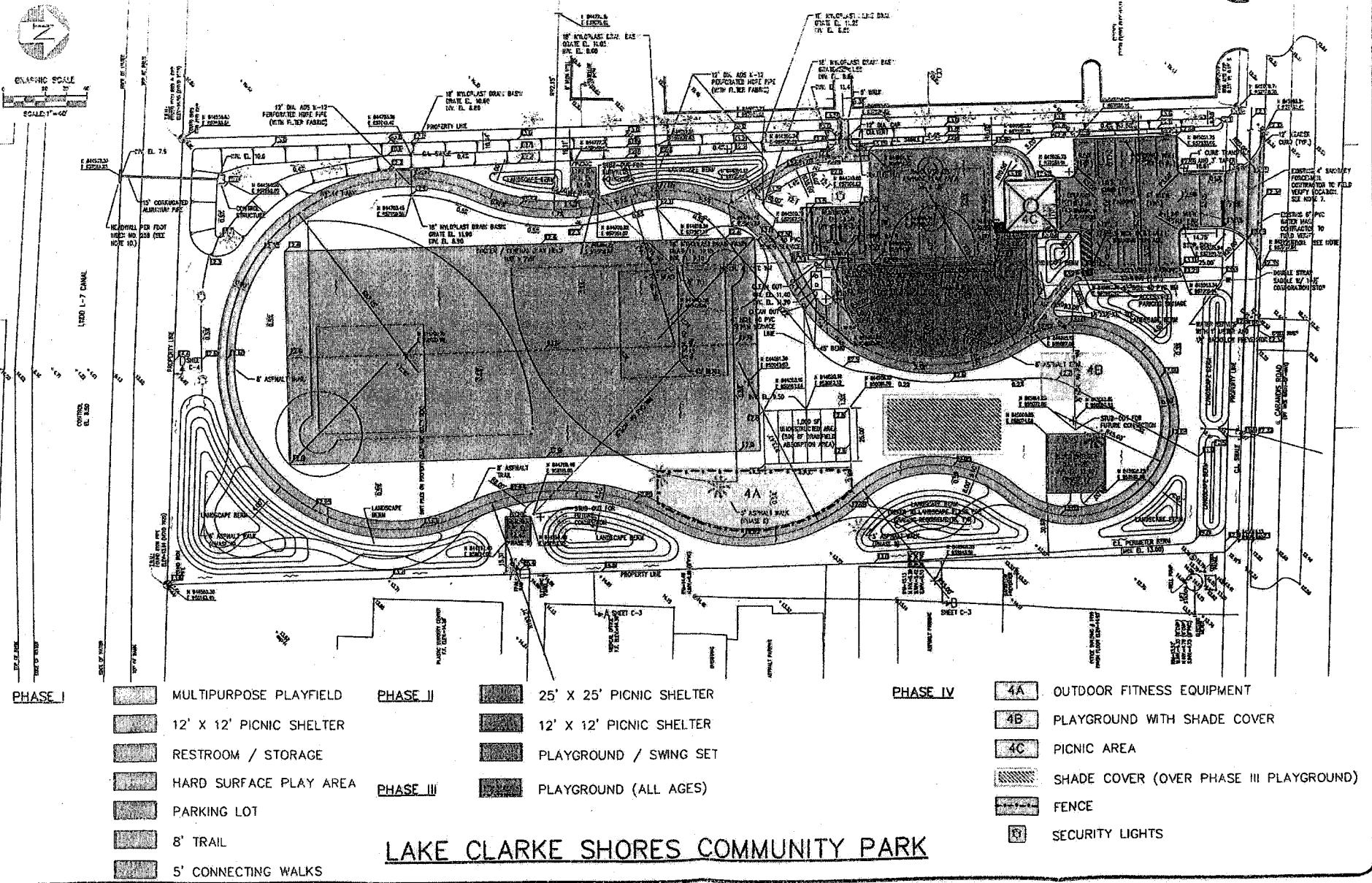
- Electricity to Pavilions
- Benches
- 2 through 5 year olds new playground with shade structure
- Chain link fence around the 2-5 year old playground
- Water fountain
- Ground level animals for playground ages 2 through 5 year olds
- Planning and management fees
- *Miscellaneous Project Expenses*

The park is handicapped accessible with continuous hard surface walkways/trails. The trails are used for walking and children's biking exercise and fun.

The Lake Clarke Shores Community Park, Phase IV, is a full user-oriented recreation facility. Local anticipation of completing the park is high, as it has been long awaited and will be used, protected, and cherished in the community.

*Cost Estimate: \$75,000*

J:\Land Projects R2\92042.88\dwg\Grant Exhibit 11-17-08.dwg 11/17/2008 1:24:04 PM EST



**LAKE CLARKE SHORES COMMUNITY PARK PHASE IV**

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF PROPERTY**

Lot 10, Block 5 of Amended Plat of FLA-Mango Grovelets, according to the map or plat thereof, recorded in Plat Book 21, Page 88 of the Public Records of Palm Beach County, Florida.





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 _____



**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**

Date \_\_\_\_\_

Grantee: \_\_\_\_\_

Project Name: \_\_\_\_\_

Submittal #: \_\_\_\_\_

Reimbursement Period: \_\_\_\_\_

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

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

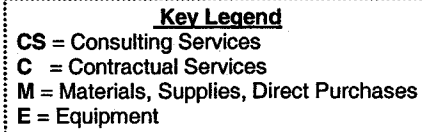
\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date



**EXHIBIT C**  
**(cont'd.)**

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

Page            of

**LAKE CLARKE SHORES COMMUNITY PARK PHASE IV  
PRE-AGREEMENT COST LIST**

**EXHIBIT "D"**

- Electricity to Pavilions
- Benches
- 2 through 5 year olds new playground with shade structure
- Chain link fence around the 2-5 year old playground
- Water fountain
- Ground level animals for playground ages 2 through 5 year olds
- Planning and management fees

**PRE-AGREEMENT COST:      \$75,000.00**

*Costs must be incurred subsequent to  
January 1, 2009*

CERTIFICATE OF COVERAGE

Certificate Holder

Mr. Dennis L. Eshleman, Director  
Palm Beach County Board of County Commissioners  
Department of Parks and Recreation  
2700 6th Avenue South  
Lake Worth, FL 33461

Administrator

Issue Date 1/28/09

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

COVERAGES  
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0315

COVERAGE PERIOD: FROM 10/1/08

COVERAGE PERIOD: TO 10/1/09 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

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

Limits of Liability

\* Combined Single Limit  
Deductible N/A

Automobile Liability

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

Limits of Liability

\* Combined Single Limit  
Deductible N/A

TYPE OF COVERAGE - PROPERTY

- ☒ Buildings
    - ☐ Basic Form
    - ☒ Special Form
  - ☒ Personal Property
    - ☐ Basic Form
    - ☒ Special Form
  - ☒ Agreed Amount
  - ☒ Deductible \$1,000
  - ☒ Coinsurance 100%
  - ☒ Blanket
  - ☐ Specific
  - ☒ Replacement Cost
  - ☐ Actual Cash Value
- ☒ Miscellaneous
    - ☒ Inland Marine
    - ☒ Electronic Data Processing
    - ☒ Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

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

Automobile/Equipment - Deductible

- ☒ Physical Damage
  - Per Schedule - Comprehensive - Auto
  - Per Schedule - Collision - Auto
  - Per Schedule - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Interlocal Agreement for the Lake Clarke Shores Community Park Development Project.  
The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Designated Member

Town of Lake Clarke Shores  
1701 Barbados Road  
West Palm Beach FL 33406

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE