

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: April 6, 2010

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: Agreement with Young Men's Christian Association of the Palm Beaches, Inc. for the period April 6, 2010, to April 5, 2012, in an amount not-to-exceed \$125,000 for construction of a concession building at the John Knapp Little League Ballfield Complex.

**Summary:** This Agreement provides funding for construction of a concession building by the Young Men's Christian Association of the Palm Beaches, Inc. (YMCA) at the Little League ballfields at the YMCA Brown Branch in Palm Springs. Funding was allocated for this project by the Board on November 18, 2008, from the 2002 Recreational and Cultural Facilities Bond. This Agreement differs from standard Bond Agreements in that it contains specific terms and conditions designed to ensure timely project progression and ongoing compliance with the terms of the Agreement. District 3 (PK)

**Background and Justification:** This \$125,000 from the 2002 Recreational and Cultural Facilities Bond funding was transferred by the Board from the New Boat Ramp Park/Boynton Inlet on November 18, 2008, as recommended by the District 3 Commissioner. The funding is to construct a concession building at the YMCA Brown Branch John Knapp Little League fields which will also serve the Palm Springs Little League Association.

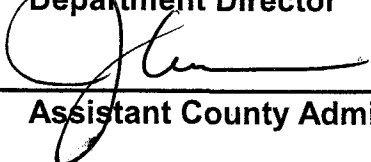
The concession facility will also include two restrooms and a storage area for equipment. The YMCA has already completed project design, and the \$125,000 provided by the County will pay for the entire project construction. The Agreement contains assurances to the County that are beyond standard Bond Agreement provisions including project milestones to ensure that it moves steadily toward the required twenty four (24) month completion time. Consequences of non-compliance by YMCA include return of County funding plus interest the County paid to retire bond funds during the term of the Agreement.

The required project completion date for the concession building is April 5, 2012. The compliance term of the Agreement is until April 5, 2040, which is the standard 30 year term for Bond Agreements. The Agreement has been executed on behalf of the Young Men's Christian Association of the Palm Beaches, Inc., and now needs to be approved by the Board of County Commissioners.

Attachment: Agreement

Recommended by:   
Department Director

3-15-2010  
Date

Approved by:   
Assistant County Administrator

3/26/10  
Date



**AGREEMENT BETWEEN PALM BEACH COUNTY AND THE YOUNG MEN'S  
CHRISTIAN ASSOCIATION OF THE PALM BEACHES, INC. FOR FUNDING OF A  
CONCESSION BUILDING AT THE JOHN KNAPP LITTLE LEAGUE BALLFIELD  
COMPLEX**

**THIS 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 Young Men's Christian Association of the Palm Beaches, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

**WITNESSETH:**

**WHEREAS**, AGENCY owns property located at 2085 South Congress Avenue in Palm Springs; and

**WHEREAS**, AGENCY desires to design and construct a concession building at the John Knapp Little League Ballfield Complex, hereinafter referred to as "the Project" at said location; and

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

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

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

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

**WHEREAS**, AGENCY 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**, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this 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 Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for COUNTY to assist AGENCY in the funding of the Project.

Section 1.03 COUNTY will pay to AGENCY a total amount not to exceed \$125,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

AGENCY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. AGENCY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY'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 AGENCY 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 AGENCY 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. AGENCY's representative during the construction of the Project shall be Mike Green, Branch Executive Director, YMCA, at telephone no. 561-968-9622, Ext. 229.

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

Section 1.07 AGENCY 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 AGENCY with regard to the Project. Any dispute, claim, or liability that may arise as a result of AGENCY's procurement is solely the responsibility of AGENCY and AGENCY hereby holds COUNTY harmless for same to the extent permitted by law.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

Section 2.01 AGENCY shall be responsible for the design and construction of the Project. AGENCY 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 Agreement by the parties hereto, AGENCY 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 AGENCY 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 Agreement.

Section 2.04 AGENCY is responsible for and has completed design and engineering for the Project and has secured all permits and approvals necessary to construct the Project.

Section 2.05 AGENCY shall award the bid for construction of the Project and commence Project construction no later than six (6) months from the date of execution of this Agreement by the parties hereto. Prior to AGENCY commencing construction of the Project, AGENCY 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 Agreement.

Section 2.06 AGENCY shall 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 Agreement by the parties hereto.

Section 2.07 AGENCY 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 AGENCY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of AGENCY. Should the total cost of the Project exceed the amount as projected by AGENCY, AGENCY shall obtain and expend the excess funds required for completion of

the Project. COUNTY shall not dispense any funds to AGENCY for the Project until AGENCY has obtained and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Agreement to AGENCY on a quarterly basis from the date of execution of this Agreement; however, should the need arise for AGENCY to be reimbursed on a more frequent basis, then COUNTY will, at AGENCY's specific request for each instance, make its best efforts to reimburse AGENCY within forty five (45) days of such special request. For each requested payment, AGENCY 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 AGENCY and shall include the vendor invoice number; invoice date; and the amount paid by AGENCY along with the number and date of the respective check for said payment. AGENCY shall attach a copy of each vendor invoice paid by AGENCY 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, AGENCY's Project Administrator and Project Financial Officer shall certify the total funds spent by AGENCY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by AGENCY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to AGENCY for the Project until AGENCY 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 Agreement.

COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 AGENCY 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 AGENCY an amount not to exceed \$125,000 for those approved pre-agreement costs accruing to the Project subsequent to November 18, 2008, 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 Agreement. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by AGENCY, and will not be eligible for reimbursement from COUNTY.

Section 3.07 COUNTY shall reimburse project costs only after AGENCY has expended its share of project funding in its entirety. AGENCY shall provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's President, CEO, Chairman of the Board, Chief Financial Officer, or independent auditor that AGENCY has complied with this Project funding provision. COUNTY will be entitled to rely on that certification in reimbursing Project costs to AGENCY under this Agreement.

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

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

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

Section 4.03 AGENCY 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 Agreement by the parties hereto. AGENCY 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 Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. AGENCY may not assign this 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 AGENCY for the purpose set forth hereinabove. In the event AGENCY transfers ownership of the Project to a party or parties not now a part of this Agreement, other than another governmental entity that agrees to assume, in writing, AGENCY's obligations hereunder, COUNTY retains the right to reimbursement from AGENCY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should AGENCY transfer management of the project to a party or parties not now a part of this Agreement, AGENCY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, AGENCY 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 AGENCY 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. AGENCY 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 Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Agreement by the parties hereto. AGENCY 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 AGENCY 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 current County Commissioners, unless otherwise directed by COUNTY's Representative.

#### **ARTICLE 6: ACCESS AND AUDITS**

AGENCY 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 AGENCY 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 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 AGENCY:

Executive Director  
The Young Men's Christian Association of the Palm Beaches, Inc.  
2085 South Congress Avenue  
Palm Springs, FL 33406

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

Upon the occurrence of one or more of the following events set forth below, COUNTY may find AGENCY in non-compliance and shall use any and all rights and remedies to this Agreement as indicated in Article 9 for non-compliance by AGENCY in the performance of any of the terms and conditions as set forth herein:

1. Failure to award the bid for construction of the Project and commence Project construction no later than six (6) months from the date of execution of this Agreement.
2. Failure 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.
3. Failure in the performance of any of the material terms and conditions as set forth herein.

#### **ARTICLE 9: REMEDIES**

In the event of any non-compliance by AGENCY in the performance of any of the terms and conditions as set forth in Article 8 and if AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available as determined by COUNTY. These County remedies include, but are not limited to terminating the Agreement and requiring AGENCY to reimburse any funds provided to AGENCY pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Agreement.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the 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 Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

## ARTICLE 10: INDEMNIFICATION

It is understood and agreed that AGENCY 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. In the event a claim or lawsuit is brought against COUNTY or any of its officers, agents or employees AGENCY shall indemnify, save and hold harmless and defend 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 AGENCY, its agents, servants and/or employees in the performance of this Agreement.

## ARTICLE 11: INSURANCE

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY's review of acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. **Commercial General Liability.** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** AGENCY shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event AGENCY doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing AGENCY to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- E. **Additional Insured.** AGENCY shall endorse COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Builder's Risk and Property Insurance.** AGENCY agrees to maintain 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, AGENCY agrees to maintain All-Risk property insurance for adequate limits based on AGENCY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. AGENCY shall agree to be fully responsible for any deductible or self-insured retention.
- G. **Umbrella or Excess Liability.** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Waiver of Subrogation.** AGENCY hereby waives any and all rights of Subrogation against COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance.** Prior to execution of this Agreement by COUNTY, AGENCY shall deliver to COUNTY a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Coordinator.
- J. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- K. AGENCY shall require each Contractor engaged by AGENCY 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 Insurance at not less than \$1,000,000 Each Occurrence. COUNTY shall be named in the coverage as 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 12: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, AGENCY 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 13: CAPTIONS**

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

#### **ARTICLE 14: SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 15: ENTIRETY OF AGREEMENT**

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

**ARTICLE 16: 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 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: \_\_\_\_\_  
Burt Aaronson, Chair

**WITNESSES:**

By: The Young Men's Christian Association of the  
Palm Beaches, Inc.  
FEI # 59-0624470

*Aaron W. Tuzer*  
\_\_\_\_\_  
\_\_\_\_\_

By: MICHAEL CREEV  
Name (Type or Print)  
Title: BRANCH EXECUTIVE DIRECTOR

By: \_\_\_\_\_  
Signature

**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: \_\_\_\_\_  
Agency Attorney  
F. T. DeHaven, Jr  
Fla. Bar. No 309656

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

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

## LIST OF EXHIBITS

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

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

EXHIBIT A

PROJECT DESCRIPTION AND COST ESTIMATE  
YMCA CONCESSION BUILDING

Project Description:

This project consists of a new 1,171 square foot building constructed at the YMCA of the Palm Beaches in Palm Springs Florida. The building will be owned by the YMCA of the Palm Beaches and will serve the Palm Springs Little League Association. The building will house a concession stand, handicapped accessible rest rooms and some storage. The building is a pre-engineered building manufactured by Butler Manufacturing Company. There will be two rest rooms to accommodate the baseball fields on the YMCA property. The storage area is for equipment and the concession will be used during operation of the Little League activities.

The interior of the rest rooms will consist of metal studs with moisture resistant gypsum board covered with FRP panels. The restrooms will each have three fixtures for use with an epoxy finished floor. Water and sewer are available at the site and we will connect to the existing facilities. Please refer to the attached floor plan.

General Cost Estimate:

Construction Costs for 1,711 Square Foot Concession/Restroom Building with storage and restrooms

Other miscellaneous expenses relating to the building

Lump-sum Cost Estimate      \$125,000.00



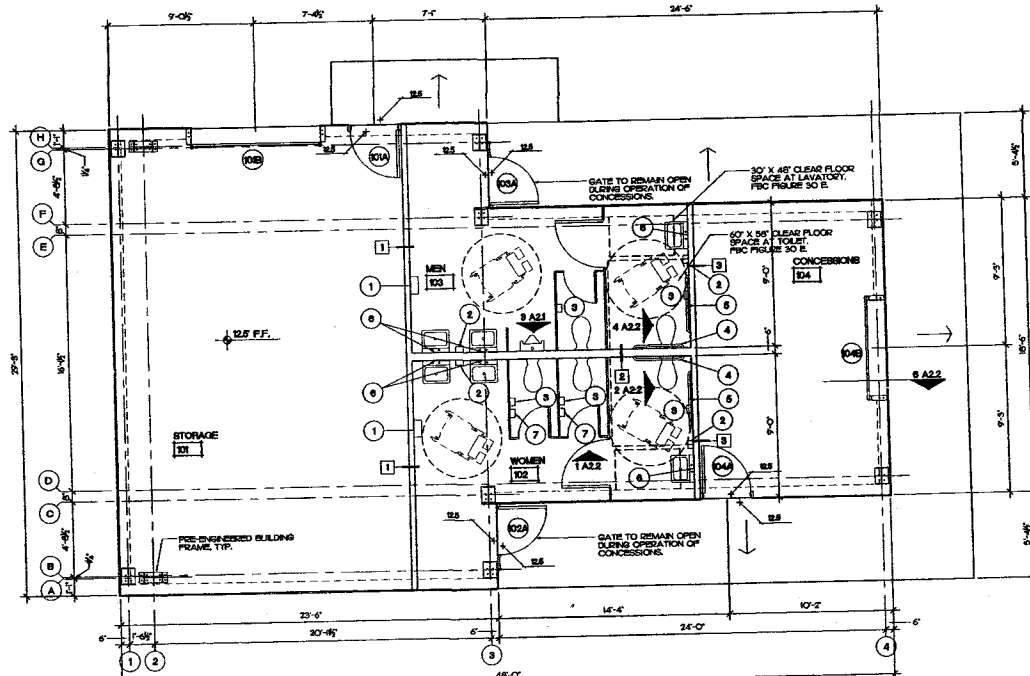




Morel De Guiramon  
architecture LLC

11911 US Highway 1, Suite 207  
North Palm Beach, Florida  
33408  
(561) 658-1133  
(888) 622-1227 fax  
morel@comcast.net

Corporation Number  
AL20010133  
Michael Morel  
Architect  
AL20013132

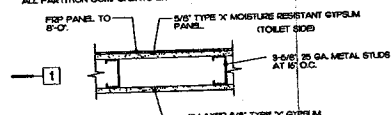


**1 FLOOR PLAN**  
SCALE 1/4"=1'-0"  
1002 SF

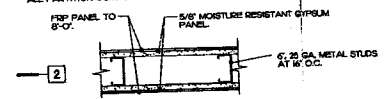
**TOILET ACCESSORIES SCHEDULE**

- 1 SURFACE MOUNTED PAPER TOWEL DISPENSER AND WASTE RECEPTACLE
- 2 SURFACE MOUNTED SOAP DISPENSER
- 3 SURFACE MOUNTED TOILET TISSUE DISPENSER
- 4 36" SATIN FINISH GRAB BAR
- 5 42" SATIN FINISH GRAB BAR
- 6 MIRROR, 18" X 36"
- 7 SURFACE MOUNTED SANITARY NAPKIN DISPOSAL

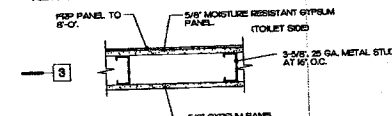
**1 HR-RATED WALL PARTITION-UL48S**  
ALL PARTITION COMPONENTS EXTEND FROM FLOOR TO BOTTOM OF ROOF PANELS



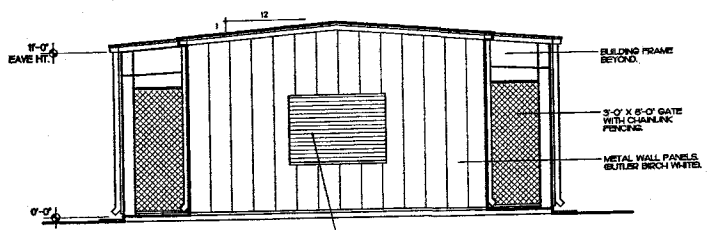
**INTERIOR WALL PARTITION**  
ALL PARTITION COMPONENTS EXTEND FROM FLOOR TO BOTTOM ROOF PANELS



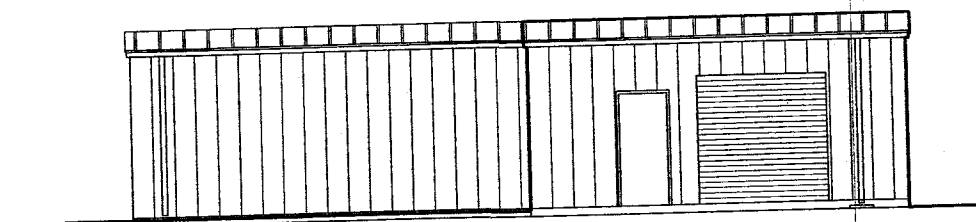
**INTERIOR WALL PARTITION**  
ALL PARTITION COMPONENTS EXTEND FROM FLOOR TO BOTTOM ROOF PANELS



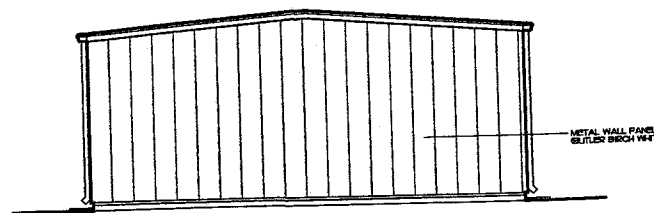
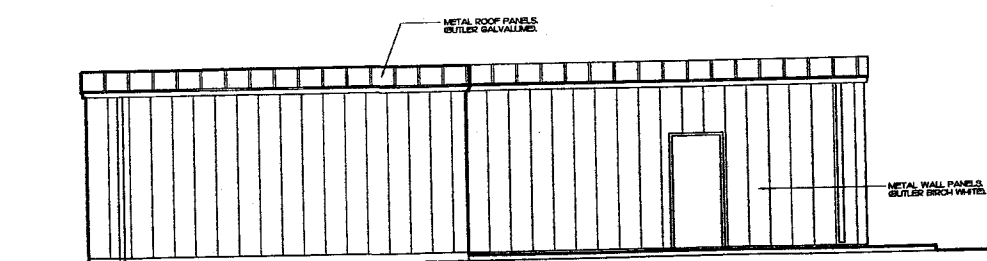
**2 WALL TYPES**  
SCALE 1/2"=1'-0"



**3 SOUTH ELEVATION**  
SCALE 1/4"=1'-0"



**4 EAST ELEVATION**  
SCALE 1/4"=1'-0"



**NORTH ELEVATION**

**YMCA of the Palm Beaches**  
Concession Building  
2085 South Congress Avenue  
Palm Springs, Florida

Revision:	
Context:	
Floor Plan	
Exterior Elevations	
Dwg:	
Date:	10/1/09
Proj. No.:	0918
Sheet No.:	

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY



# YMCA of the Palm Beaches

Serving the Palm Beach County Community Since 1917

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## LEGAL DESCRIPTION

Being the north quarter (N ¼) of the northeast quarter (NE ¼) of the northeast quarter (NE ¼) of section 18, Township 44 South, Range 43 East, Palm Beach County, Florida less the north 40 feet for drainage canal purposes; and less the east 50 feet for right-of-way of Congress Avenue as shown on the State Road Department Right-of Way Map Section No. 93580-2601, dated 1960.

TOGETHER WITH the following described parcel:

A parcel of land in Section 18, Township 44 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Beginning at the northeast corner of the south half of the north half of the northeast quarter of the northeast quarter of said Section 18; thence westerly along the north line thereof a distance of 1324.9 feet to the northwest corner thereof; thence southerly along the west line thereof a distance of 339.7 feet to the southwest corner thereof; thence easterly along the south line thereof and along the north line of FROST PARK according to the plat thereof recorded in Plat Book 23, Page 188 Public Records of Palm Beach County, Florida, a distance of 939.9 feet, more or less, to a point 385 feet west of the east line thereof; thence northerly, making an angle with the preceding course, measured from west to north of 89 degrees 10' 15", a distance of 145.07 feet; thence easterly, making an angle with the preceding course, measured from south to east of 86 degrees 10' 30", a distance of 136.39 feet; thence easterly, parallel to the north line of said FROST PARK, a distance of 250 feet to a point in the east line of said Section 18; thence northerly along the east line of said Section 18, a distance of 201 feet to the POINT OF BEGINNING, excepting therefrom the right-of-way of Congress Avenue along the easterly 50 feet thereof.

TOGETHER WITH:

A portion of Block A, FROST PARK, as recorded in Plat Book 23, page 188, Public Records of Palm Beach County, Florida, and being more particularly described as follows:

Beginning at the northwest corner of said Block A, thence North 89 degrees 58' 20" East (an assumed bearing and all other bearings relative thereto), along the north line of said Block A, a distance of 77.52 feet, thence South 00 degrees 01' 40" West, a distance of 105.00 feet; thence South 89 degrees 58' 20" West, a distance of 77.0 feet; thence North 00 degrees 01' 40" East, a distance of 105.00 feet to the POINT OF BEGINNING.

Also known as Lot 9, Lakeside Village Plat 3A (unrecorded)

### YMCA Mission Statement:

To put Christian principles into practice through programs that promote healthy spirit, mind and body for all.

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)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

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 \_\_\_\_\_

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.

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 ESTIMATE  
YMCA CONCESSION BUILDING

General Cost Estimate:

Construction Costs for 1,711 Square Foot Concession/Restroom Building with storage and restrooms

Other miscellaneous expenses relating to the building

Lump-sum Cost Estimate     \$125,000.00

All costs must be incurred subsequent to November 18, 2008.



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID DH  
YMAO-1

DATE (MM/DD/YYYY)  
02/19/10

<b>PRODUCER</b>  Massey, Clark, Fischer, Inc. 400 Executive Ctr Dr, Ste 205 West Palm Beach FL 33401 Phone: 561-478-1660 Fax: 561-478-6876	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.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>  YMCA Of The Palm Beaches, Inc. 2085 S. Congress West Palm Beach FL 33406	INSURER A: Granite State Insurance Compan	01375
	INSURER B: Bridgefield Employers Ins. Co.	10701
	INSURER C: Lexington Insurance Co	
	INSURER D:	
	INSURER E:	

## 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	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	02LX0037865166	04/01/09	04/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 EmplBenef 1,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	02LX0037865166	04/01/09	04/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	X	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	02UD0046598715	04/01/09	04/01/10	EACH OCCURRENCE \$ \$1,000,000 AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83025338	08/03/09	08/03/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500000 E.L. DISEASE - EA EMPLOYEE \$ 500000 E.L. DISEASE - POLICY LIMIT \$ 500000
C		OTHER Property	41LX0091998251	04/01/09	04/01/10	Building 4190706
C		Property	41LX0091998251	04/01/09	04/01/10	Contents 250000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, Its Officers, Employees and Agent are named as additional insured per attached CG2026; Waiver of Subrogation applies to additional insured above.

<b>CERTIFICATE HOLDER</b>  PBCPARK  Palm Beach County c/o Parks & Recreation Dept 2700 Sixth Ave. S. Lake Worth FL 33461	<b>CANCELLATION</b> 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 Home Accounts
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