

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 5, 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: **A)** Interlocal Agreement with the City of Lake Worth for the period October 5, 2010, through October 5, 2012, in an amount not-to-exceed \$200,000 for funding of the Bryant Park Boat Ramp Improvement Project; and **B)** Budget Transfer of \$200,000 within the \$50M GO 05 Waterfront Access Bond from Jaycees Park Boat Docks to Lake Worth Bryant Park Boat Ramps Improvements.

Summary: This Interlocal Agreement provides funding for improvements to the boat ramps at Bryant Park located on the Intracoastal Waterway in Lake Worth. Construction elements of the Bryant Park boat ramps improvement project include permitting, demolition and debris removal, concrete apron and walls, two floating docks and pilings, and a six-boat aluminum floating staging dock and pilings. Funding is from the 2004 \$50 Million GO Waterfront Access Bond referendum. District 3 (PK)

Background and Justification: On November 2, 2004, a bond referendum was passed by the voters of Palm Beach County in the amount of \$50 Million for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County. At the January 27, 2009, workshop, the Board reallocated \$500,000 from Jaycees Park to municipal projects, including \$200,000 for the Lake Worth Bryant Park Boat Ramp Improvement project.

The City of Lake Worth is upgrading the Bryant Park boat ramps because the existing facility is in a state of significant disrepair. Renovating the docks at this existing facility will reduce ongoing maintenance costs while increasing citizen usage. The total project cost is estimated to be \$427,140, with the City providing \$227,140 and the County providing waterfront access Bond funding in an amount not-to-exceed \$200,000.

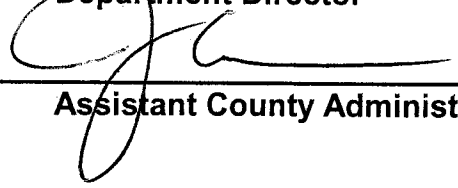
The Interlocal Agreement contains assurances to the County, including specific completion milestones which must be accomplished, to ensure that the Project will be completed within twenty-four months. The project term of the Interlocal Agreement is until October 5, 2040, which is the standard 30 year term for Bond Agreements. The Interlocal Agreement has been executed on behalf of the City of Lake Worth, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

Recommended by: 
Department Director

9/7/10
Date

Approved by: 
Assistant County Administrator

9/15/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>200,000</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>200,000</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 3038 Department 581 Unit P610
 Object 8201 Program _____

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

FUND: \$50M GO 05, Waterfront Access
 UNIT: Jaycees Park Boat Docks

Contributions-Non-Govts Agnces 3038-581-P610-8201 \$200,000

C. Departmental Fiscal Review: Chopelakis

III. REVIEW COMMENTS

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

[Signature]
 OFMB
 SN 9/13/10
 9/15/10

[Signature] 9/14/10
 Contract Development & Control
 E. Jones 9/14/10

B. Legal Sufficiency:
Paul F. [Signature] 9/15/10
 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 LAKE WORTH FOR FUNDING OF THE BRYANT PARK BOATRAMP
IMPROVEMENT PROJECT**

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 Lake Worth, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 30 South Golfview Road in Lake Worth; and

WHEREAS, MUNICIPALITY desires to construct improvements at the Bryant Park Boatramps at Bryant Park, hereinafter referred to as "the Project" at said location; and

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

WHEREAS, on November 2, 2004, 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 waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the COUNTY has approved proposed funding allocations for the \$ 50 Million Waterfront Access Bond; and

WHEREAS, the Project represents one such waterfront access 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 waterfront access 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 waterfront access 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 \$200,000 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". 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 COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$227,140 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$227,140.

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 Marcus Wilson, Facilities Manager, City of Lake Worth, 561-582-1309.

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 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. MUNICIPALITY agrees to meet design and construction milestones in Article 2 and to complete the Project within twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY'S failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement, and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement.

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 be responsible for completing engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than six (6) months from the date of execution of this Interlocal Agreement by the parties hereto.

Section 2.04 MUNICIPALITY shall award the bid for construction of the Project and commence Project construction no later than twelve (12) months from the date of execution of this Interlocal Agreement by the parties hereto. 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 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 Interlocal Agreement by the parties hereto.

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 as well as separate Status Reports at such times that design and construction milestones have been met 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 dispense 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 the 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 \$0 for those approved pre-agreement costs

Section 3.06 All design and engineering costs associated with the project shall be borne by 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 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 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 waterfront access 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, or gender identity and 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 waterfront access 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 COUNTY seal and a list of County Commissioners, unless otherwise directed by COUNTY's Representative.

ARTICLE 6: ACCESS, AUDITS, AND INSPECTOR GENERAL

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the 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.

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. All parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this Interlocal Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties hereto, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

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:

City Manager
City of Lake Worth
7 North Dixie Highway
Lake Worth, Florida 33460

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

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

1. Failure to complete engineering and architectural design and securing all permits and approvals necessary to construct the Project no later than six (6) months from the date of execution of this Interlocal Agreement.
2. Failure to award the bid for construction of the Project and commence Project construction no later than twelve (12) months from the date of execution of this Interlocal Agreement.
3. Failure to totally complete the Project and open same to the public for its intended use within twenty four (20) months from the date of execution of this Interlocal Agreement.
4. 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 MUNICIPALITY in the performance of any of the terms and conditions as set forth in Article 8 and if MUNICIPALITY 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 Interlocal Agreement and requiring MUNICIPALITY to reimburse any funds provided to MUNICIPALITY 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 Interlocal Agreement.

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 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 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 this 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. 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 works being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05, Florida Statutes.

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement 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 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

By: _____
Deputy Clerk

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

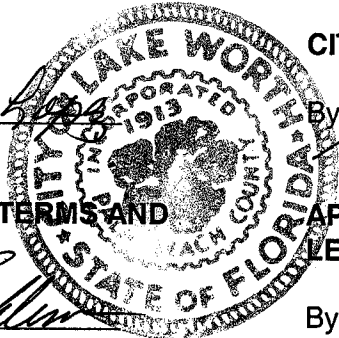
By: _____
Burt Aaronson, Chair

ATTEST:

By: _____
Clerk

CITY OF LAKE WORTH

By: _____
Mayor



APPROVED AS TO TERMS AND
CONDITIONS:

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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

**PROJECT DESCRIPTION AND COST ESTIMATE
BRYANT PARK BOATRAMP
City of Lake Worth
July 26, 2010**

Project Description

The City of Lake Worth (City) owns and operates boatramps at Bryant Park, which is located adjacent to the Intracoastal Waterway. The City is upgrading these boatramps with \$200,000 in Project funding provided from the Palm Beach County 2005 Waterfront Access Bond as allocated by the Board of County Commissioners on February 12, 2009. Additional Project funding will be provided by the City of Lake Worth and a Florida Fish and Wildlife Commission Florida Boating Improvement Program grant. The total project, including design and engineering, is anticipated to cost \$427,140.

Construction elements of the Project Eligible for County Bond reimbursement include:

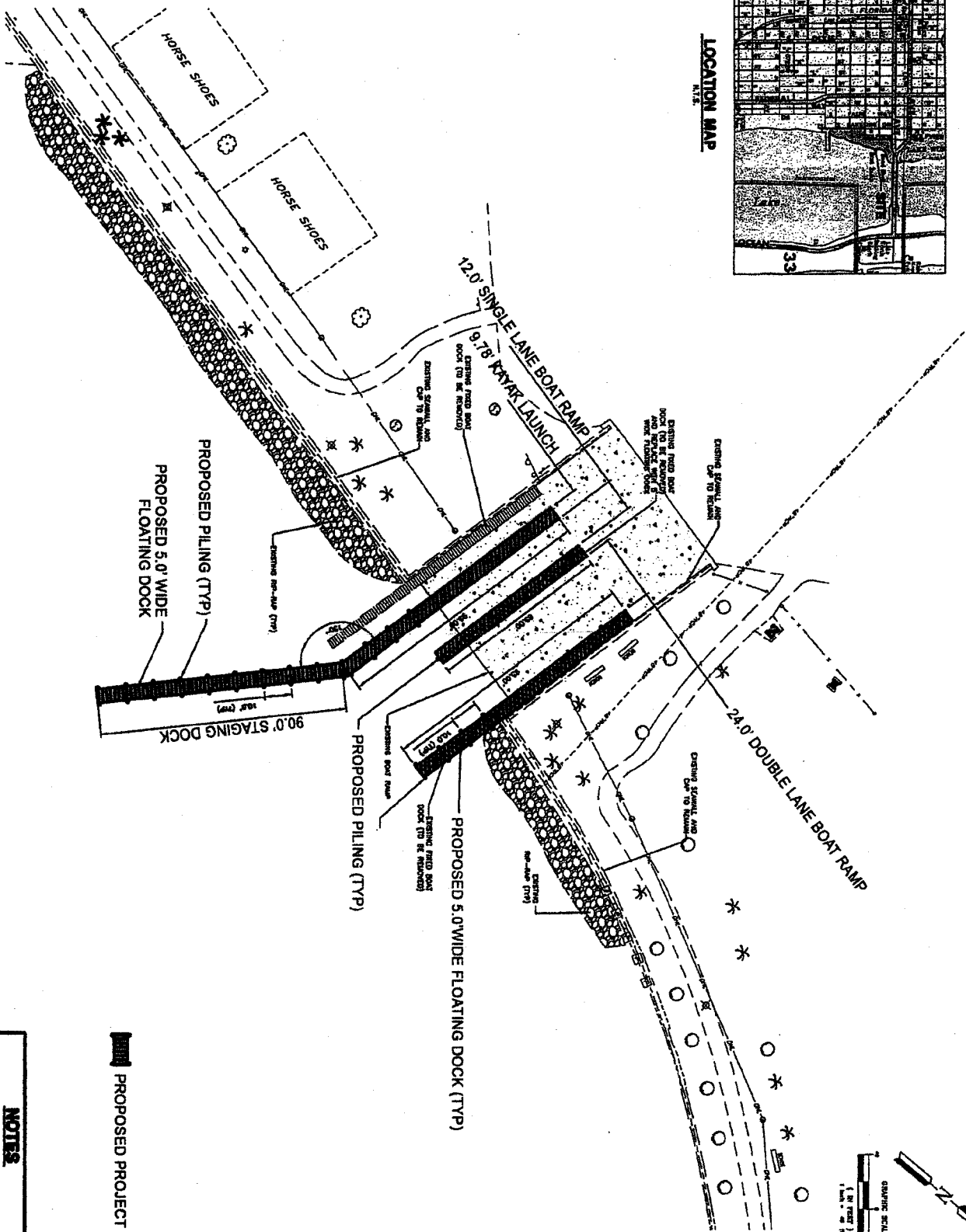
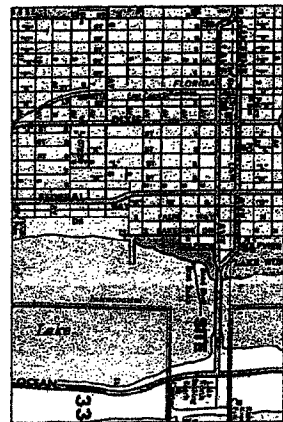
- Permits;
- Demolition and debris removal;
- Concrete Apron and Walls;
- 2 Floating docks and pilings; and
- A six-boat aluminum floating staging dock and pilings.

County funding will be paid for project construction and permitting costs only, and may not be utilized for design and engineering costs.

Cost Estimate for Total Project, Including Design

\$427,140

EXHIBIT A



NOTES

1. FLOATING DOCKS TO BE ADA ACCESSIBLE
2. FLOATING DOCKS TO BE FITTED WITH ROPE LIGHTING

PROPOSED PROJECT ELEMENTS

BRYANT PARK BOAT RAMP MODIFICATIONS
CITY OF LAKE WORTH, FLORIDA
CONCEPTUAL ENGINEERING SITE PLAN

DESIGNED BY
ANN L. GORTON, P.E.
LICENSE NO. 58451

REVISIONS

DATE / INITIALS	REMARKS

DATE: 03-30-09
DRAWN BY: TES
DRAWING NO.: 08-008

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

TRUSTEES OF THE INTERNAL IMPROVEMENT FUND
OF THE STATE OF FLORIDA

11

DEED NO. 20494

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, the Trustees of the Internal Improvement Fund of the State of Florida, under authority of law, for and in consideration of the sum of Ten and 00/100 Dollars, to them in hand paid by the CITY OF LAKE WORTH, a municipal corporation, of the County of Palm Beach, State of Florida, have granted, bargained and sold, and do by these presents grant, bargain, sell and convey, unto the said CITY OF LAKE WORTH and its successors and assigns, the following described lands, to-wit:

Commencing at the Southwest Corner of Block C in North Lake Worth Addition to the City of Lake Worth, Palm Beach County, Florida; thence running easterly along the north right of way line of Sixteenth Avenue North (formerly known as 26th Avenue) a distance of 250 feet, more or less, to the original west shore line of Lake Worth, which is the point of beginning. Thence continuing easterly along the easterly projection of said north right of way line of Sixteenth Avenue North a distance of 1200 feet measured from the aforementioned southwest corner of said Block C; thence running southeasterly approximately 6,900 feet in the waters of Lake Worth to a point of intersection with the easterly projection of the north right of way line of Lake Avenue at a distance of 1200 feet easterly from the southeast corner of Block Q, Townsite, City of Lake Worth; thence southwesterly in the waters of Lake Worth approximately 2200 feet to a point of intersection with the easterly projection of the north line of Block 5, Addition No. 1 to the City of Lake Worth, at a distance of 1000 feet from the east right of way line of South Lakeside Drive (formerly known as South Q Street); thence westerly along said easterly projection of the north line of said Block 5, Addition No. 1, a distance of 780 feet, more or less, to the original west shore line of the waters of Lake Worth; thence meandering northerly along the said west shore line of the waters of Lake Worth to the point of beginning. Containing 200 acres, more or less.

(Block C, North Lake Worth Addition to the City of Lake Worth is recorded in Plat Book 5, Pages 48-49, Block Q, City of Lake Worth (formerly known as Townsite of Lucerne) is recorded in Plat Book 2, Pages 29-40; and Block 5, Addition No. 1, City of Lake Worth is recorded in Plat Book 5, Pages 6-9, all in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida. All of the foregoing is situated in Sections 15, 22 and 27, Township 44 South, Range 43 East, City of Lake Worth, Palm Beach County, Florida.)

Beginning at a point in the South right of way line of Lake Worth Road at the intersection with the center line of State Road A1A, in Section 26, Township 44 South, Range 43 East, in the City of Lake Worth, Palm Beach County,

the City of Tallahassee, on this the
23rd, day of September A. D. 1953.



I. I. Fund

James G. Carter (SEAL)
Governor

Chas. J. [unclear] (SEAL)
Comptroller

Edwin Larson (SEAL)
Treasurer

Richard W. Lewis (SEAL)
Attorney General

[unclear] (SEAL)
Commissioner of Agriculture

As and Composing the Trustees of the
Internal Improvement Fund of the
State of Florida.

This instrument was filed for Record at ²⁰10 A.M. 27 day of Oct. 1953 and
recorded in *Deed* Book 1034 Page 64. Record verified. J. Alex Arnette,
Clerk Circuit Court, Palm Beach County, Fla. By *Clive Waters* Deputy Clerk.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE
SCHEDULE FORM



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

_____ Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

- CS = Consulting Services
- C = Contractual Services
- M = Materials, Supplies, Direct Purchases
- E = Equipment, Furniture

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage (_____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By: _____

PBC Project Administrator Date

Department Director Date



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.

 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 D

PRE-AGREEMENT COST LIST (NOT APPLICABLE)

CERTIFICATE OF COVERAGE

Certificate Holder

CITY OF LAKE WORTH
7 NORTH DIXIE HIGHWAY
LAKE WORTH FL 33460

Administrator

Issue Date 11/13/09

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 1113

COVERAGE PERIOD: FROM 10/1/09

COVERAGE PERIOD: TO 10/1/10 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 \$100,000 Self Insured Retention

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 \$100,000 Self Insured Retention

TYPE OF COVERAGE - PROPERTY

- Buildings
- Basic Form
- Special Form
- Personal Property
- Basic Form
- Special Form
- Agreed Amount
- Deductible Various
- 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 \$350,000 Self Insured Retention
-

Automobile/Equipment - Deductible

- Physical Damage \$250 - Comprehensive - Auto \$1,000 - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

- * The limit of liability is \$5,000,000 for General Liability and \$1,000,000 for Automobile Liability (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of \$100,000. This limit is 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: Verification of coverage

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

CITY OF LAKE WORTH
7 NORTH DIXIE HIGHWAY
LAKE WORTH FL 33460
ATTN: MR. DAVID MURPHYCANCELLATIONS
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

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER**

BGEX 581

FUND 3038 - 50M GO 05 WATERFRONT ACCESS BOND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 9/1/2010	REMAINING BALANCE
Jaycees Park Boat Docks								
3038-581-P610-8201	Contributions-Non-Govts Agnces	200,000	200,000		200,000	0	0	0
Lake Worth Bryant Park Boatramp Improvements								
3038-581-P729-8101	Contributions Othr Govtl Agency	0	0	200,000		200,000	0	200,000
TOTAL				200,000	200,000			


**Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION**

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

 9/3/10

**By Board of County Commissioners
At Meeting of
October 5, 2010
Deputy Clerk to the Court**