

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 1, 2011

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Interlocal Agreement with the City of Pahokee for the period of February 1, 2011, through August 1, 2012, in an amount not-to-exceed \$60,000 for Pahokee Athletic Field Improvements.

**Summary:** This allocation provides funding for improvements to Pahokee's athletic field located at its Parks and Recreation Complex to include refurbishing the existing football/soccer field and the purchase and installation of an irrigation system. The Agreement allows for the reimbursement of eligible expenses incurred subsequent to October 5, 2010. Funding is from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum. District 6 (PK)

**Background and Justification:** On October 5, 2010, the Board authorized the reallocation of \$60,000 from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum from the City of West Palm Beach for the Grassy Waters Preserve pavilion project, which was not accomplished. Pahokee's athletic field is located at 360 East Main Street in Pahokee.

The Athletic Field Improvement project includes refurbishing of the football/soccer field and the purchase and installation of an irrigation system for the field. The project will be fully funded by the \$60,000 bond reallocation and requires no match by the City of Pahokee. The completion date for this project is August 1, 2012, and the term of the Agreement is until February 1, 2026, consistent with the life expectancy of capital projects of this type. The Agreement has been executed by the City of Pahokee, and now needs to be approved by the Board of County Commissioners.

**Attachment:** Interlocal Agreement

Recommended by:   
Department Director

1/10/2011  
Date

Approved by:   
Assistant County Administrator

1-18-11  
Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>60,000</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>
<b>NET FISCAL IMPACT</b>	<b><u>60,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>          </u></b>	<b><u>          </u></b>	<b><u>          </u></b>	<b><u>          </u></b>

Is Item Included in Current Budget? Yes X No             
 Budget Account No.: Fund 3020 Department 581 Unit P730  
 Object 8101 Program N/A

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

FUND: \$25.0M GO 05, Recreational & Cultural Facilities  
 UNIT: Pahokee Athletic Field Improvements

Contributions Other Govtl Agency                      3020-581-P730-8101                      \$60,000

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 1/13/2011  
 OFMB                      1/13/11                      1/16/11

*[Signature]* 1/14/11  
 Contract Development and Control  
 E. Jones 1/14/11

**B. Legal Sufficiency:** *[Signature]* 1/18/11

*[Signature]* 1/18/11  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

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

## 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 \$60,000 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 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 construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the design and construction) of the Project shall be Derrek Moore, Interim City Manager, City of Pahokee, telephone no. (561) 924-5534.

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 eighteen (18) 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 MUNICIPALITY shall award the bid for construction of the Project and commence Project construction no later than nine (9) 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 2.03 MUNICIPALITY shall complete the Project and open same to the public for its intended use within eighteen (18) months from the date of execution of this Interlocal Agreement by the parties hereto.

Section 2.04 MUNICIPALITY shall submit quarterly project status reports to COUNTY's Representative on or before every January 10, April 10, July 10, and October 10 during the design and construction of the Project as well as a separate Milestone Status Report at such times that milestones indicated above have been met during the design and construction of the Project. The Quarterly status 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 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 \$60,000 for those approved pre-agreement costs accruing to the Project subsequent to October 5, 2010, as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 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 fifteen (15) 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, familial status, sexual orientation, or 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 fifteen (15) 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 current County Commissioners at the time of completion, 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 Pahokee  
City Hall  
207 Bacom Point Road  
Pahokee, Florida 33476

## ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

Upon 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 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 no later than nine (9) 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 nine (9) 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 eighteen (18) 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 pursuant to this Interlocal Agreement, either in whole or in part. 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 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 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 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**

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

**ATTEST:**  
By:   
Clerk

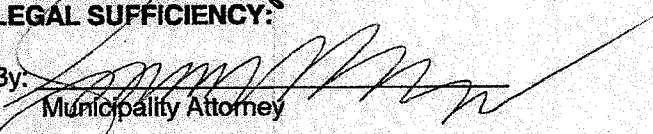
**APPROVED AS TO TERMS AND CONDITIONS:**  
By:   
Eric Call, Director  
Parks and Recreation Department

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**  
By: \_\_\_\_\_  
County Attorney

**PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Karen T. Marcus, Chair

**CITY OF PAHOKEE**  
By:   
Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**  
By:   
Municipality Attorney

## LIST OF EXHIBITS

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

**EXHIBIT "A"**

**PROJECT DESCRIPTION**

The City of Pahokee plans to make the following improvements to the City of Pahokee Athletic Field located at Parks and Recreation Complex 360 E. Main St. Pahokee, Florida 33476.

- Refurbish the existing Football / Soccer field by adding fill, regrade and resod existing field.
- Purchase and install irrigation system

**COST ESTIMATE**

Total cost estimate in lump sum is \$60,000.00 for Athletic Field improvements.

EXHIBIT A

PROJECT DESCRIPTION, CONCEPTUAL  
SITE PLAN, AND COST ESTIMATE

**EXHIBIT "A"**

**PROJECT DESCRIPTION**

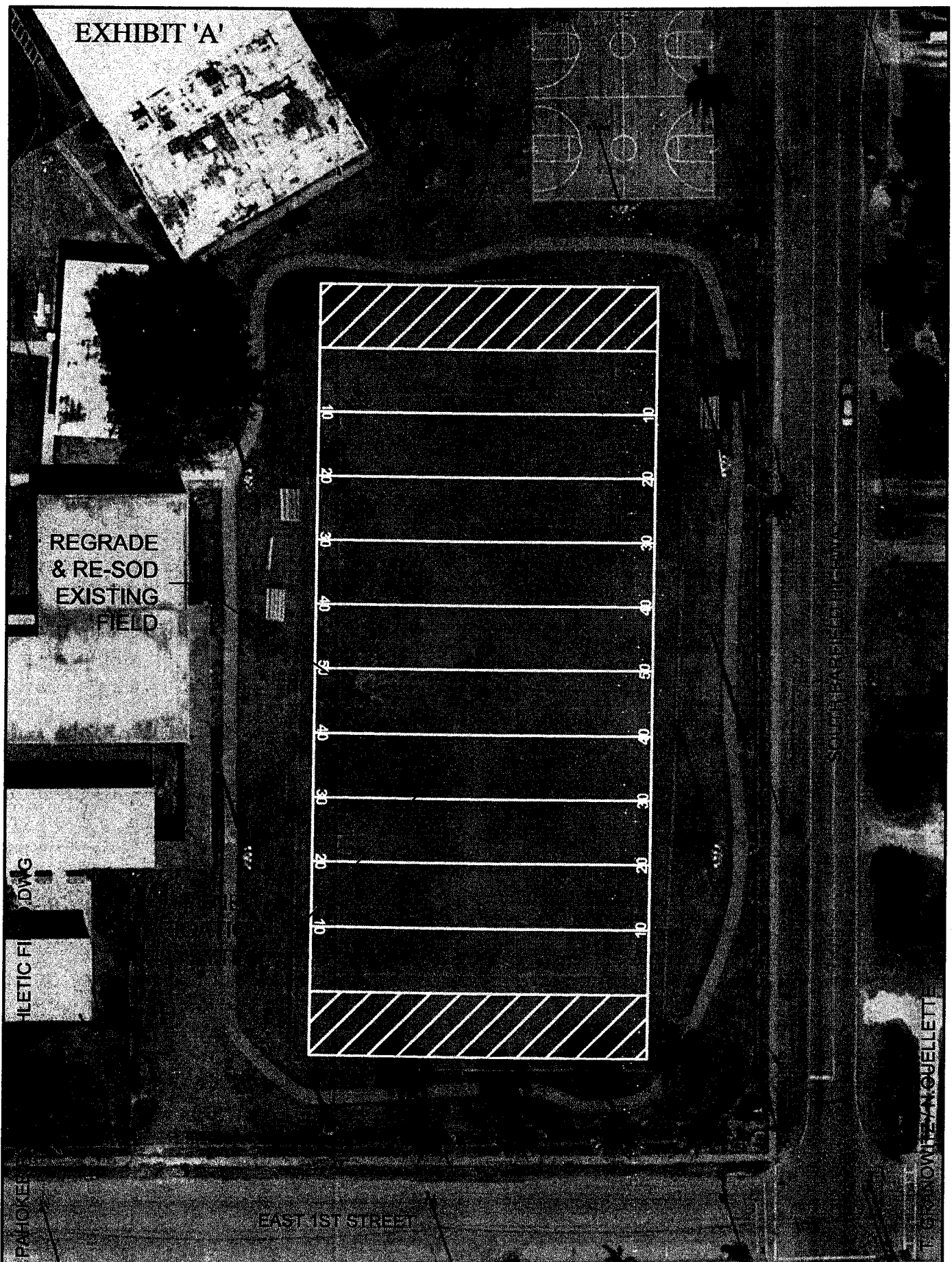
The City of Pahokee plans to make the following improvements to the City of Pahokee Athletic Field located at Parks and Recreation Complex 360 E. Main St. Pahokee, Florida 33476.

- Refurbish the existing Football / Soccer field by adding fill, regrade and resod existing field.
- Purchase and install irrigation system

**COST ESTIMATE**

Total cost estimate in lump sum is \$60,000.00 for Athletic Field improvements.

EXHIBIT 'A'



REGRADE & RE-SOD EXISTING FIELD

ATHLETIC FIELD IMPROVEMENTS DWG

EAST 1ST STREET

SOUTH BEACH BLVD

MONTY A. GUILLETTE



PALM BEACH COUNTY PARKS & RECREATION DEPARTMENT

PAHOKEE RECREATION CENTER ATHLETIC FIELD IMPROVEMENTS SITE PLAN

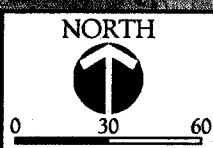


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY



**Legal Description**  
**Owner Name: PAHOKEE CITY OF LESSOR**  
**PCN Number: 48-37-42-18-18-000-0053**  
**Legal Description**  
**RIDGEWAY BEACH LTS A-5 THRU A-11, LTS 5 THRU**  
**11 LYG SELY OF SR 15, TR 1, TR2 & TH PT OF ABND ALLEY LYG**  
**WITHIN**



LAND DESCRIPTION AS PART OF THIS SURVEY:

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

AND  
PORTIONS OF THAT CERTAIN 20.00 FOOT ALLEY, ABANDONED JULY 14, 1958 BY ORDINANCE NO. 7-58 CITY OF PAHOKEE, FLORIDA, RECORDED IN OFFICIAL RECORD BOOK 217, PAGE 357, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THIS ALLEY WAS PREVIOUSLY ABANDONED BY TOWN ORDINANCE ACCORDING TO THE BOUNDARY SURVEY PERFORMED FOR THE "BOARD OF PUBLIC INSTRUCTION OF PALM BEACH COUNTY, FLORIDA", CERTIFIED BY E.L. BAIRD, FLORIDA CERTIFICATE NO. 509, MARCH 1928, H.C. FUGATE ENGINEERING COMPANY, DRAWING NO. T.F.234, LYING IN THE PLAT OF "RIDGWAY BEACH", RECORDED IN PLAT BOOK 7, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

AND

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

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

COMMENCING AT THE MEANDER CORNER (LAKE OKEECHOBEE) ALONG THE EAST BOUNDARY OF SECTION 18, TOWNSHIP 42 SOUTH, RANGE 37 EAST, PALM BEACH COUNTY, FLORIDA; AS SHOWN ON THE PLAT TITLED "OKEELANTA PLANTATION COMPANY'S SUBDIVISION" RECORDED IN PLAT BOOK 16, PAGE 34, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND REFERENCED HERETO WITH THE PLAT TITLED "ADDITION TO THE TOWN OF PAHOKEE, PALM BEACH COUNTY, FLORIDA", RECORDED IN PLAT BOOK 16, PAGE 31, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. THENCE SOUTH 01° 06' 00" WEST ALONG THE EAST LINE OF SAID SECTION 18; SAID LINE ALSO BEING THE CENTERLINE OF A 60.00 FOOT RIGHT-OF-WAY KNOWN AS SOUTHEAST FORTH AVENUE (BARFIELD ROAD) A DISTANCE OF 131.67 FEET, MORE OR LESS, INTERSECTING THE NORTHEASTERLY CENTERLINE OF A 20.00 FOOT ALLEY, NOW ABANDONED AND RECORDED IN OFFICIAL RECORD BOOK 217, PAGE 357, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 60° 04' 09" WEST ALONG THE SAID CENTERLINE OF THE 20.00 ALLEY EXTENSION, A DISTANCE OF 85.91 FEET, MORE OR LESS, INTERSECTING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST FORTH AVENUE (BARFIELD ROAD) AS NOW LAID OUT AND IN USE, RECORDED IN OFFICIAL RECORD BOOK 204, PAGE 100, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND; THENCE CONTINUE SOUTH 60° 04' 09" WEST ALONG SAID CENTERLINE OF THAT 20.00 ABANDONED ALLEY (PARALLELING THE SOUTHERLY BOUNDARY OF LOTS 1 THROUGH 4, PLAT OF RIDGWAY BEACH, RECORDED IN PLAT BOOK 7, PAGE 11, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA), A DISTANCE OF 218.89 FEET, MORE OR LESS, INTERSECTING THE WESTERLY BOUNDARY OF SAID LOT 4, EXTENDED TO INTERSECT THE CENTERLINE OF SAID 20.00 FOOT ABANDONED ALLEY; THENCE NORTH 29° 56' 18" WEST ALONG SAID WESTERLY BOUNDARY OF LOT 4 EXTENDED TO INTERSECT SAID 20.00 FOOT ABANDONED ALLEY A DISTANCE OF 193.31 FEET, MORE OR LESS, INTERSECTING THE MOST SOUTHERLY RIGHT-OF-WAY LINE OF "MAIN STREET" (ALSO KNOWN AS STATE ROAD 15, DESIGNATED SECTION 93130, DATED OCTOBER 20, 1941, RECORDED AT THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 4, FT. LAUDERDALE, FLORIDA); THENCE SOUTH 60° 41' 20" WEST ALONG

SAID RIGHT-OF-WAY A DISTANCE OF 454.86 FEET, MORE OR LESS, INTERSECTING THE MOST EASTERLY BOUNDARY OF LOT 12, SAID PLAT OF RIDGEWAY BEACH; THENCE SOUTH 29° 32' 38" EAST ALONG SAID MOST EASTERLY BOUNDARY EXTENDED TO THE CENTERLINE OF SAID 20.00 FOOT ABANDONED ALLEY, A DISTANCE OF 198.23 FEET, MORE OR LESS, TO SAID CENTERLINE OF 20.00 FOOT ABANDONED ALLEY; THENCE SOUTH 60° 04' 09" WEST ALONG SAID CENTERLINE OF 20.00 FOOT ABANDONED ALLEY THAT PARALLELS AND LYING 10.00 FEET SOUTHERLY WITH THE MOST SOUTHERLY BOUNDARY OF LOTS 12, 12A, 13, 14, 15, 16 AND 17, SAID PLAT OF RIDGEWAY BEACH, A DISTANCE OF 456.27 FEET INTERSECTING THE MOST EASTERLY RIGHT-OF-WAY LINE OF ANNON AVENUE, A 40.00 FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE AS OF 4/30/91; THENCE SOUTH 29° 08' 58" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 62.07 FEET; MORE OR LESS, INTERSECTING THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST FIRST STREET, AS RECORDED IN OFFICIAL RECORD BOOK 204, PAGE 100, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA (FORMERLY RIDGEWAY AVENUE); THENCE SOUTH 89° 29' 15" EAST ALONG THE SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTHEAST FIRST STREET, A DISTANCE OF 938.23 FEET, INTERSECTING THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHEAST FORTH AVENUE (BARFIELD ROAD); THENCE NORTH 01° 06' 00" EAST ALONG SAID WESTERLY RIGHT-OF-WAY A DISTANCE OF 627.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 9.58 ACRES, MORE OR LESS.

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

THIS DESCRIPTION PREPARED BY:

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

DATED: 7/26/91

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

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

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES  
PURCHASE SCHEDULE FORM



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

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

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Consulting Services	(CS)	_____	_____
Contractual Services	(C)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment, Furniture	(E)	_____	_____
<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: \_\_\_\_\_  
 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  
(All expenses must be incurred subsequent to October 5, 2010)

**EXHIBIT "D"**

**PROJECT DESCRIPTION**

The City of Pahokee plans to make the following improvements to the City of Pahokee Athletic Field located at Parks and Recreation Complex 360 E. Main St. Pahokee, Florida 33476.

- Refurbish the existing Football / Soccer field by adding fill, regrade and resod existing field.
- Purchase and install irrigation system

**PRE-AGREEMENT COST ESTIMATE**

Total cost estimate in lump sum is \$60,000.00 for Athletic Field improvements.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/27/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835	CONTACT NAME: Patti Dirmyer	
	PHONE (A/C No, Ext): (407) 445-2414 FAX (A/C, No): (407) 445-2868	
	E-MAIL ADDRESS: patti_dirmyer@wrmlc.com	
	PRODUCER CUSTOMER ID #: 00000039	
INSURED  City of Pahokee 171 N. Lake Ave  Pahokee FL 33746-1861	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PRM/One Beacon Ins	21970
	INSURER B: PRM/Tower Ins Co	44300
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: CI1072300331 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR		PRM 09-012	4/1/2010	4/1/2011	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PRM 09-012	4/1/2010	4/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PRM 09-012	4/1/2010	4/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage		PRM 09-012	4/1/2010	4/1/2011	Comp \$1000 Ded. Coll \$1000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
With respects to the listed coverages held by the named insured, as evidence of insurance, regarding the Pahokee Athletic Field Improvement Project.  
Palm Beach Co Commissioners is listed as Loss Payee.

CERTIFICATE HOLDER  (561) 966-6734  Palm Beach County Commissioners c/o Department of Parks and Recreation Dennis L. Eshleman, Director 2700 6th Ave Lake Worth, FL 33461	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Andrew Cooper/PATTI
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ACORD 25 (2009/09)  
INS025 (200909)

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