

Agenda Item #3.M.2.

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 17, 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 Belle Glade for the period of May 17, 2011, through November 17, 2012, in an amount not-to-exceed \$40,000 for Lake Shore Park Basketball Improvements.

**Summary:** This allocation provides funding for improvements to Belle Glade's Lake Shore Park to include improvements to the existing basketball court area and conversion of two tennis courts into two basketball courts. 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)

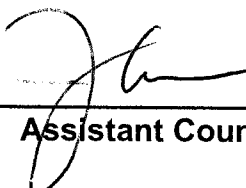
**Background and Justification:** On October 5, 2010, the Board authorized the reallocation of \$40,000 from the 2002 \$50 Million Recreation and Cultural Facilities Bond referendum for improvements to Belle Glade's Lake Shore Park playground area. Funding had been previously allocated to the West Palm Beach's Grassy Waters Preserve pavilion project, which had not been accomplished within the required project timeframe. The City of Belle Glade has requested that the funding for Lake Shore Park be allowed to be utilized for basketball court improvements instead of playground improvements. Belle Glade's Lake Shore Park is located at 1224 Southwest Avenue "E" Place.

The Basketball Court Improvement project includes the installation of four basketball standards and various court improvements including the conversion of two existing tennis courts into two basketball courts, the renovation of two existing basketball courts, and the repair of adjacent sidewalks. The completion date for this project is November 17, 2012, and the term of the Agreement is until May 17, 2026, consistent with industry standards for such facilities. The Agreement has been executed by the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

**Attachment:** Interlocal Agreement

Recommended by:   
Department Director

4/19/2011  
Date

Approved by:   
Assistant County Administrator

5/5/11  
Date



**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF BELLE GLADE OR FUNDING OF LAKE SHORE PARK BASKETBALL  
COURT 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 Belle Glade, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY owns property located at 1224 Southwest Avenue "E" Place in the City of Belle Glade; and

**WHEREAS**, MUNICIPALITY desires to construct improvements to the tennis courts at Belle Glade Lake Shore 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 October 5, 2010, COUNTY allocated an amount not to exceed \$40,000 for Belle Glade Lake Shore Park Improvements from unexpended balances within the November 5, 2002, bond referendum approved by the voters of Palm Beach County for the purpose of financing acquisition, construction, and/or improvements to certain recreation and cultural facilities; and

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

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

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

**WHEREAS**, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

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

## ARTICLE 1: GENERAL

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

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

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$40,000 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) 966-6613. MUNICIPALITY's representative during the design and construction) of the Project shall be Lomax Harrelle, City Manager, City of Belle Glade, telephone no. (561) 996-0100.

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 \$40,000 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 Belle Glade  
City Hall  
110 Dr. Martin Luther King Jr. Boulevard West  
Belle Glade, Florida 33430

## 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.

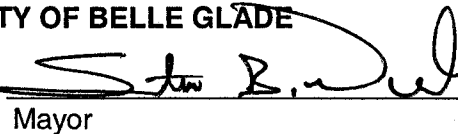
**ATTEST:**  
**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

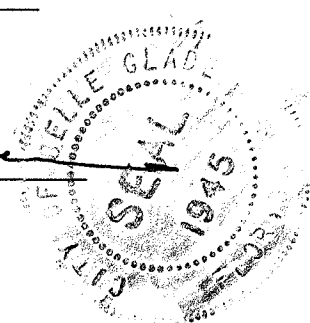
**PALM BEACH COUNTY, FLORIDA BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**


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

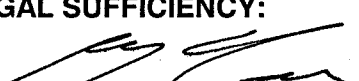
By: \_\_\_\_\_  
Karen T. Marcus, Chair

**ATTEST:**  
By:   
Clerk

**CITY OF BELLE GLADE**  
By:   
Mayor



**APPROVED AS TO TERMS AND**  
**CONDITIONS:**  
By:   
Eric Call, 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

EXHIBIT A

PROJECT DESCRIPTION, CONCEPTUAL  
SITE PLAN, AND COST ESTIMATE

**PROJECT DESCRIPTION AND COST ESTIMATE  
CONSTRUCTION OF THE BELLE GLADE BASKETBALL COURT  
IMPROVEMENT PROJECT**

**Project Description**

The City of Belle Glades owns and operates Lake Shore Park, which is located at 1224 Southwest Avenue "E" Place in Belle Glade, at which it plans to convert two existing tennis courts into two basketball courts and to renovate two existing basketball courts for a total of four basketball courts.

Project elements include the following:

- installation of four basketball standards;
- grinding the existing tennis court net post sleeve, centering the anchor, and filling the sleeve with concrete;
- pressure cleaning the existing tennis and basketball courts;
- flooding the court and allowing them to drain and then patching and leveling any remaining water;
- furnishing and applying two coats of acrylic resurface to provide a proper base coat;
- furnishing and applying two coats of fortified color to provide a uniform surface texture and in-depth color;
- striping the four basketball courts with white acrylic line paint;
- furnishing and installing 10 foot high green, vinyl coated galvanized fence fabric between the courts and furnishing and installing a 10 foot section of bottom rail;
- removing three damages sections of sidewalk; and
- forming and pouring three new sections of sidewalk.

**Cost Estimate for Total Project**

**\$40,000**

**EXHIBIT A**



Exhibit A



PALM BEACH COUNTY  
PARKS & RECREATION DEPARTMENT

LAKE SHORE PARK  
BELLE GLADE, FLORIDA



EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY



## LAKE SHORE PARK LEGAL DESCRIPTION

Parcel 1. A parcel commencing at the northwest corner of Lot 6, block 6 of the hiatus between townships 43 and 44 south, range 37 east, Palm Beach County, Florida, thence south  $29^{\circ}37'15''$  west along lot line 207.06 feet, thence continue south  $29^{\circ}37'15''$  west. 810.00 feet, thence south  $89^{\circ}53'45''$  east 310.00 feet; thence north  $29^{\circ}37'15''$  east, 810.00 feet; thence north  $89^{\circ}53'45''$  west, 310.00 feet to the point of beginning and being in lot 6.

**EXHIBIT B**

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES  
PURCHASE SCHEDULE FORM



CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
 Administrator Date

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

EXHIBIT D

PRE-AGREEMENT COST LIST  
(All expenses must be incurred subsequent to October 5, 2010)

**PROJECT DESCRIPTION AND COST ESTIMATE  
CONSTRUCTION OF THE BELLE GLADE BASKETBALL COURT  
IMPROVEMENT PROJECT**

**Project Description**

The City of Belle Glades owns and operates Lake Shore Park, which is located at 1224 Southwest Avenue "E" Place in Belle Glade, at which it plans to convert two existing tennis courts into two basketball courts and to renovate two existing basketball courts for a total of four basketball courts.

Project elements include the following:

- installation of four basketball standards;
- grinding the existing tennis court net post sleeve, centering the anchor, and filling the sleeve with concrete;
- pressure cleaning the existing tennis and basketball courts;
- flooding the court and allowing them to drain and then patching and leveling any remaining water;
- furnishing and applying two coats of acrylic resurface to provide a proper base coat;
- furnishing and applying two coats of fortified color to provide a uniform surface texture and in-depth color;
- striping the four basketball courts with white acrylic line paint;
- furnishing and installing 10 foot high green, vinyl coated galvanized fence fabric between the courts and furnishing and installing a 10 foot section of bottom rail;
- removing three damaged sections of sidewalk; and
- forming and pouring three new sections of sidewalk.

**Cost Estimate for Total Project**

**\$40,000**

**EXHIBIT D**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/13/2010

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).

<b>PRODUCER</b> World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835	<b>CONTACT NAME:</b> Patti Dirmyer <b>PHONE (A/C, No. Ext):</b> (407) 445-2414 <b>FAX (A/C, No):</b> (407) 445-2868 <b>E-MAIL ADDRESS:</b> patti_dirmyer@wrmlc.com <b>PRODUCER CUSTOMER ID #:</b> 00000005	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> City of Belle Glade 110 Dr. Martin Luther King Jr. Blvd, West Belle Glade FL 33430	<b>INSURER A:</b> PRM/One Beacon Insurance      21970	
	<b>INSURER B:</b> PRM/Tower Insurance      44300	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1071600295      **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012	10/1/2010	10/1/2011	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 - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRM 09-012	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRM 09-012	10/1/2010	10/1/2011	<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	<b>Auto Physical Damage</b>			PRM 09-012	10/1/2010	10/1/2011	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 per funding agreement for converting tennis courts into basketball courts & resurfacing of existing damaged basketball courts.

<b>CERTIFICATE HOLDER</b> (561) 963-6734 Palm Beach County Department of Parks & R Eric Call 2700 6th Ave South Lake Worth, FL 33461	<b>CANCELLATION</b> 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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