

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: January 24, 2012

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 South Florida Science Museum, Inc. (SFSM) and the City of West Palm Beach for the period January 24, 2012, through July 23, 2014, in an amount not-to-exceed \$2,400,000 for the funding of South Florida Science Museum Improvements.

Summary: This revised Interlocal Agreement supersedes and replaces Agreement R2010-1337 for funding of construction of improvements to the South Florida Science Museum – Phase I as approved by the Board on August 17, 2010. This revised Agreement modifies the project scope to be more in line with current funding available to SFSM. Although the scope and amount of matching funding has been reduced, the proposed project still provides new and improved facilities which will continue to serve Palm Beach County residents. The County funding contribution is unchanged at \$2,400,000. Budget has previously been established for this project with funding from the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum. District 2 (PK)

Background and Justification: On November 5, 2002, 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 of, and/or improvements to certain recreation and cultural facilities. The bond project list included \$4,000,000 for construction of a new Science Museum at Lake Lytal Park. After the project location was changed by SFSM to provide improvements to the existing facility at Dreher Park, the Board approved the existing funding Agreement on August 17, 2010, at a reduced amount of \$2,400,000 from available funding from the District 2 bond balance. That original project Agreement included site work, construction of an approximately 11,000 square foot expansion of the existing museum, and construction of approximately 3,000 square feet of permanent exhibits within the current facility for a total estimated cost of \$3,432,200, which included a match of \$1,032,200 from SFSM.


Due to changes in the economy which resulted in lower than anticipated donor contributions to the project, SFSM has scaled down the previously approved project for a revised project anticipated to cost \$2,900,000, which includes a \$500,000 match from SFSM. Although the square footage of new construction has been reduced to 5,000 – 6,000 square feet, SFSM's redesign now includes appealing new permanent features such as a nationally award-winning dinosaur exhibit and a greatly enlarged aquarium that combined with other proposed improvements will energize the Museum. Project elements in the revised Agreement submitted for Board approval include: site work (parking, landscape, signage, patio/plaza, and infrastructure); new construction (lobby, aquarium space, exhibit areas, classroom/lab, permanent exhibits, support areas); and remodeling of existing facility (restrooms, café, gift shop, ticketing, traveling exhibit hall, lighting, roof repair, and HVAC).

This new Interlocal Agreement contains project milestones to ensure the timely completion of engineering/architectural design and permitting (July 23, 2012), award of the project bid and commencement of construction (January 23, 2013), and completion of the Project by July 23, 2014, i.e., 30 months from the date of this Agreement. The term of the Agreement is until January 23, 2042, consistent with the 30 year term of other recreational and cultural facility bond projects. The Agreement has been executed on behalf of the SFSM and the City of West Palm Beach, and is being placed on the Agenda with staff recommendation for its approval.

Attachment: Interlocal Agreement

Recommended by: 
Department Director

12-20-11
Date

Approved by: 
Assistant County Administrator

1-3-12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Grant Expenditures	<u>-0-</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>-0-</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 3020 Department 581 Unit P577
 Object 8201 Program _____

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

This project is encumbered by KPO 581 PRCP110910*3.
 No additional County funding is required.

C. Departmental Fiscal Review: [Signature]

III. REVIEW COMMENTS

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

[Signature] 12/27/11
 OFMB
 Legal Sufficiency: [Signature] 12/27/11

[Signature] 12/30/11
 Contract Development and Control
 12-30-11 B. Wheeler

This Contract complies with our contract review requirements.

At the time of our review, the contract was not extended.

Paul F. Jr 1/3/12
 Assistant County Attorney

C. Other Departmental Review:

NOTE; Executed Agreements are forthcoming.
Once signed by WPB, they will be hand
carried downtown.

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, SOUTH FLORIDA
SCIENCE MUSEUM, INC., AND THE CITY OF WEST PALM BEACH FOR FUNDING
OF SOUTH FLORIDA SCIENCE MUSEUM IMPROVEMENTS**

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", South Florida Science Museum, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY", and the City of West Palm Beach, a Florida Municipal Corporation, hereinafter referred to as "MUNICIPALITY". This Interlocal Agreement supersedes and replaces Interlocal Agreement R-2010-1337.

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 4801 Dreher Trail North in West Palm Beach, which it leases to AGENCY under a long term lease; and

WHEREAS, AGENCY desires to design and construct Phase I Improvements to the existing South Florida Science Museum, hereinafter referred to as "the Project" at said location; and

WHEREAS, On August 17, 2010, AGENCY and MUNICIPALITY entered into a funding Agreement with COUNTY in an amount not-to-exceed \$2,400,000 from the 2002 Recreational and Cultural Facilities Bond to financially participate in the design and construction of said Project for which the construction completion date was August 16, 2013; and

WHEREAS, AGENCY is unable to complete the Project within the specified time frame of the Agreement because they need to re-design the Project in order to reduce the project scope and cost estimate that results in a viable quality product; and

WHEREAS, AGENCY has requested that COUNTY provide a new funding Agreement for the revised Project to approve the new site plan, reduced scope, lower cost estimate, lower AGENCY match, revised milestones, and an extension of the Project completion date to thirty (30) months from the date of the execution of this Interlocal Agreement; and

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

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

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

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

ARTICLE 1: GENERAL

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

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

Section 1.03 COUNTY will pay to AGENCY a total amount not to exceed \$2,400,000 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A".

AGENCY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. AGENCY agrees to provide COUNTY with a certification, in a form acceptable to COUNTY, from AGENCY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 AGENCY agrees to provide funding in an amount of \$500,000 or greater for design costs and any costs associated with completion of the Project. The parties agree that COUNTY shall not commence reimbursement of its portion of funding for construction costs until after AGENCY has expended \$500,000.

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) 966-6613; AGENCY's representative during the construction of the Project shall be Lew Crampton, CEO, South Florida Science Museum, Inc., at telephone no. 561-370-7768.

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

Section 1.07 AGENCY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual

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

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 AGENCY shall be responsible for the design and construction of the Project. AGENCY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. AGENCY agrees to meet design and construction milestones in Article 2 and to complete the Project within thirty (30) months from the date of execution of this Interlocal Agreement by the parties hereto. AGENCY'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 Agreement by the parties hereto, AGENCY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project. AGENCY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to COUNTY'S representative to ensure consistency with the intent of this Interlocal Agreement.

Section 2.03 AGENCY 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 AGENCY 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 AGENCY commencing construction of the Project, AGENCY shall provide a copy of all plans and specifications, along with the associated costs thereof, to COUNTY's representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.05 AGENCY shall totally complete the Project and open same to the public for its intended use within thirty (30) months from the date of execution of this Interlocal Agreements by the parties hereto.

Section 2.06 AGENCY 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 Milestone Status Reports at such times that design and construction milestones

have been met during the design and construction of the Project. The 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. The Milestone Reports shall address the status of each Milestone as indicated in Sections 2.03, 2.04, 2.05, and 2.06 of this Interlocal Agreement.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to AGENCY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of AGENCY. Should the total cost of the Project exceed the amount as projected by AGENCY, AGENCY shall obtain and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to AGENCY for the Project until AGENCY has obtained and expended said excess funds for the Project.

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

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to AGENCY for the Project until AGENCY completes the Project and provides COUNTY with a Certificate of Occupancy and a Project Completion Certification and after COUNTY receives and approves all documentation as required in accordance with this Agreement.

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

Section 3.04 AGENCY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of a Certificate of

Occupancy and Project Completion Certification to COUNTY.

Section 3.05 COUNTY agrees to reimburse AGENCY an amount not to exceed \$0 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002, 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 AGENCY, and will not be eligible for reimbursement from COUNTY.

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

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

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

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

Section 4.03 AGENCY and MUNICIPALITY shall operate and maintain the Project for its intended use or other recreational or cultural use by the general public as such other use may be approved by the County (which approval shall not be unreasonably withheld) for a term of thirty (30) years from the execution of this Agreement by the parties hereto. AGENCY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. AGENCY and MUNICIPALITY may not assign this Agreement or any interest hereunder without the express prior written consent of COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to AGENCY for the purpose set forth hereinabove. In the event AGENCY or MUNICIPALITY transfer ownership of the Project to a party or parties not now a part of this Agreement, other than another governmental entity that agrees to assume, in writing, AGENCY and MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from AGENCY or MUNICIPALITY as provided for in for its participation to the full extent of the

funding assistance awarded to accomplish the Project. Should AGENCY or MUNICIPALITY transfer management of the project to a party or parties not now a part of this Agreement, AGENCY or MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, AGENCY or 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 AGENCY and MUNICIPALITY warrant that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis. AGENCY and 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 Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Agreement by the parties hereto. AGENCY and/or 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 AGENCY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the COUNTY seal and a list of the then current County Commissioners, unless otherwise directed by COUNTY's Representative.

ARTICLE 6: ACCESS, AUDITS, AND INSPECTOR GENERAL

AGENCY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the acquisition/design/construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by AGENCY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY and MUNICIPALITY, their officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

With a Copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to AGENCY:

CEO
South Florida Science Museum, Inc.
4801 Dreher Trail North
West Palm Beach, FL 33461

As to MUNICIPALITY:

City Administrator
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33401

With a Copy to:

City Attorney
City of West Palm Beach
P.O. Box 3366
West Palm Beach, FL 33401

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

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

1. Failure to 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 thirty (30) 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 AGENCY in the performance of any of the terms and conditions as set forth in Article 8 and if AGENCY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available 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 AGENCY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners or MUNICIPALITY or its City Commission. In the event a claim or lawsuit is brought against COUNTY and/or MUNICIPALITY or any of their officers,

agents or employees AGENCY shall indemnify, save and hold harmless and defend COUNTY and/or MUNICIPALITY, their officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of AGENCY, its agents, servants and/or employees in the performance of this Agreement. Nothing in this Interlocal Agreement shall be deemed to be a waiver of MUNICIPALITY's sovereign immunity under Section 768.28 Florida Statutes.

ARTICLE 12: INSURANCE

- A. AGENCY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. The requirements contained herein, as well as COUNTY's review of acceptance of insurance maintained by AGENCY are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the contract.
- B. **Commercial General Liability.** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by COUNTY's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- C. **Business Automobile Liability.** AGENCY shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Croll Liability unless granted in writing by COUNTY's Risk Management Department. AGENCY shall provide this coverage on a primary basis.
- D. **Worker's Compensation Insurance & Employers Liability.** AGENCY shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. AGENCY shall provide this coverage on a primary basis.
- E. **Additional Insured.** AGENCY shall endorse COUNTY and MUNICIPALITY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents" and the City of Delray Beach, a Florida Municipal Corporation, its Officers, Employees, and Agents." AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- F. **Builder's Risk and Property Insurance.** AGENCY agrees to maintain property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on AGENCY's replacement cost or

probable maximum loss estimates for the perils of either fire, wind, or flood. AGENCY shall agree to be fully responsible for any deductible or self-insured retention.

- G. **Umbrella or Excess Liability.** If necessary, AGENCY may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Waiver of Subrogation.** AGENCY hereby waives any and all rights of Subrogation against COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- I. **Certificate(s) of Insurance.** Prior to execution of this Agreement by COUNTY, AGENCY shall deliver to COUNTY a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.
- J. **Right to Review.** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- K. AGENCY shall require each Contractor engaged by AGENCY for work associated with this Agreement to maintain:
1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.

2. Commercial General Liability Insurance at not less than \$1,000,000 Each Occurrence. COUNTY shall be named in the coverage as an additional insured.
3. Business Auto Insurance with limits of not less than \$1,000,000 each accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

ARTICLE 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, AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

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

ARTICLE 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 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: _____
Shelley Vana, Chair

WITNESSES:

SOUTH FLORIDA SCIENCE MUSEUM, INC.
Tax I.D. # 59-0915177

By: _____
Name (Type or Print)
Title: _____

By: _____
Signature

ATTEST:
CITY CLERK

CITY OF signed agreement will
be inserted prior to BCC
meeting.

By: _____
City Clerk

By: _____

APPROVED AS TO TERMS AND
CONDITIONS

APPRO
SUFFIC City of WPB meeting is
01/09/12

By: _____
Eric Call, Director
Parks and recreation Department

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPRO
SUFFIC

By: _____
County Attorney

By: _____
City 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 Not Applicable

EXHIBIT A

PROJECT DESCRIPTION, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

EXHIBIT A - 1

SOUTH FLORIDA SCIENCE MUSEUM IMPROVEMENTS PROJECT DESCRIPTION

The current South Florida Science Museum was founded in 1959 to promote public involvement in the constantly changing world of science and technology. Since then, the population of Palm Beach County has increased by nearly five-fold. The existing South Florida Science Museum (SFSM) is a 20,000 square foot one story building on a 4.80 acre site leased from the City of West Palm Beach and located in Dreher Park.

To meet the challenges of the future, South Florida Science Museum, Inc. has proposed a Capital Program. This program is a \$2.9 million design, site Improvement, construction, and remodeling project of the existing 20,000 square foot Science Museum that also adds approximately 48 parking spaces and outdoor amenities. The purpose of the new construction is to provide needed additional exhibition space, classrooms, common and support areas, parking, and landscaping.

The project consists of design and construction of:

- 1) Site work construction including approximately 48 parking spaces, loading area, landscaping, signage, outdoor patio, pedestrian connections and plaza, drainage, lighting, and utilities;
- 2) Construction of a 5-000 – 6,000 square foot building expansion to include an entrance lobby, aquarium space, exhibit areas, classroom/lab, permanent exhibits, and building support areas to include storage area, loading area, receiving area, and various mechanical rooms;
- 3) Remodeling of approximately 6,000 – 7,000 square feet of existing space including restrooms, café, gift shop, ticketing area, large traveling exhibit hall, and light fixtures, roof repair, and HVAC upgrade.

EXHIBIT A-2
SOUTH FLORIDA SCIENCE MUSEUM IMPROVEMENTS
DESIGN AND CONSTRUCTION COST ESTIMATE

PROJECT ELEMENTS

Design of Project

Site Work Construction

- Pedestrian Connections and Plaza
- Landscaping
- Approximately 48 parking spaces
- Signage
- Loading Area
- Drainage and Utilities
- Outdoor Patio
- Lighting
- Exterior Permanent Exhibits

Science Center Facility Expansion (5,000 to 6,000 square feet)

- New entrance lobby
- Aquarium Space
- Exhibit Space
- Classroom/Lab
- Support Areas including Mechanical Room, Shipping, Receiving, and Storage Areas
- Electrical and Mechanical Systems
- Permanent Exhibits

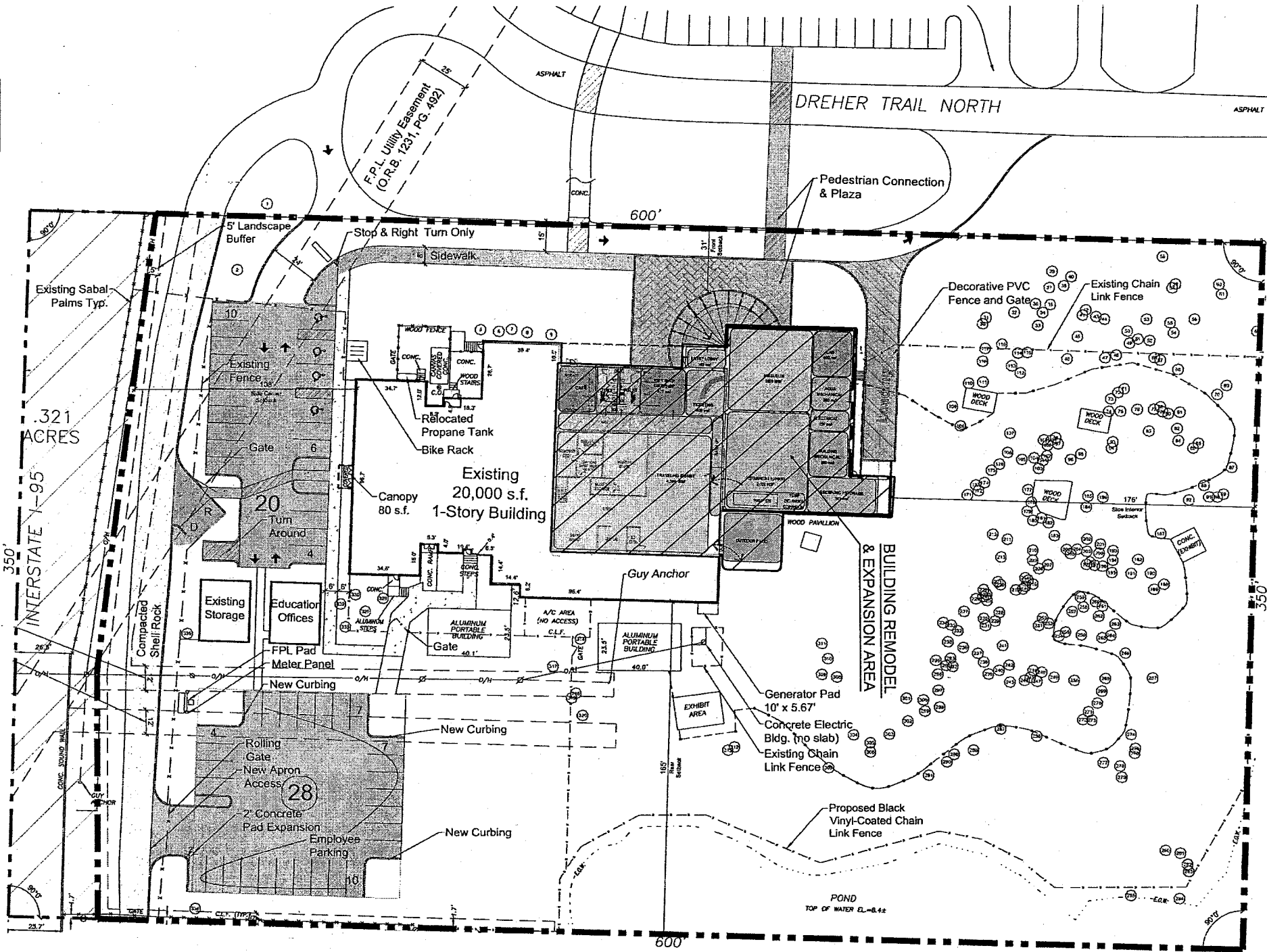
Science Center Facility Remodel (6,000 – 7,000 square feet)

- Restrooms
- Café
- Gift Shop
- Ticketing Area
- Exhibit Remodel
- Traveling Exhibit Hall
- Light Fixtures
- Roof Repair
- HVAC Upgrade
- Permanent Exhibits

COST ESTIMATE

Design (SFSM)	\$ 500,000
Sitework, Construction & Remodeling (Bond)	<u>\$ 2,400,000</u>
Total Cost	\$ 2,900,000

EXHIBIT A-3
SOUTH FLORIDA SCIENCE MUSEUM IMPROVEMENTS
SITE WORK CONSTRUCTION



BUILDING REMODEL & EXPANSION AREA

SITE WORK PROJECT AREA

EXHIBIT A-4
SOUTH FLORIDA SCIENCE MUSEUM IMPROVEMENTS
REMODELING & EXPANSION

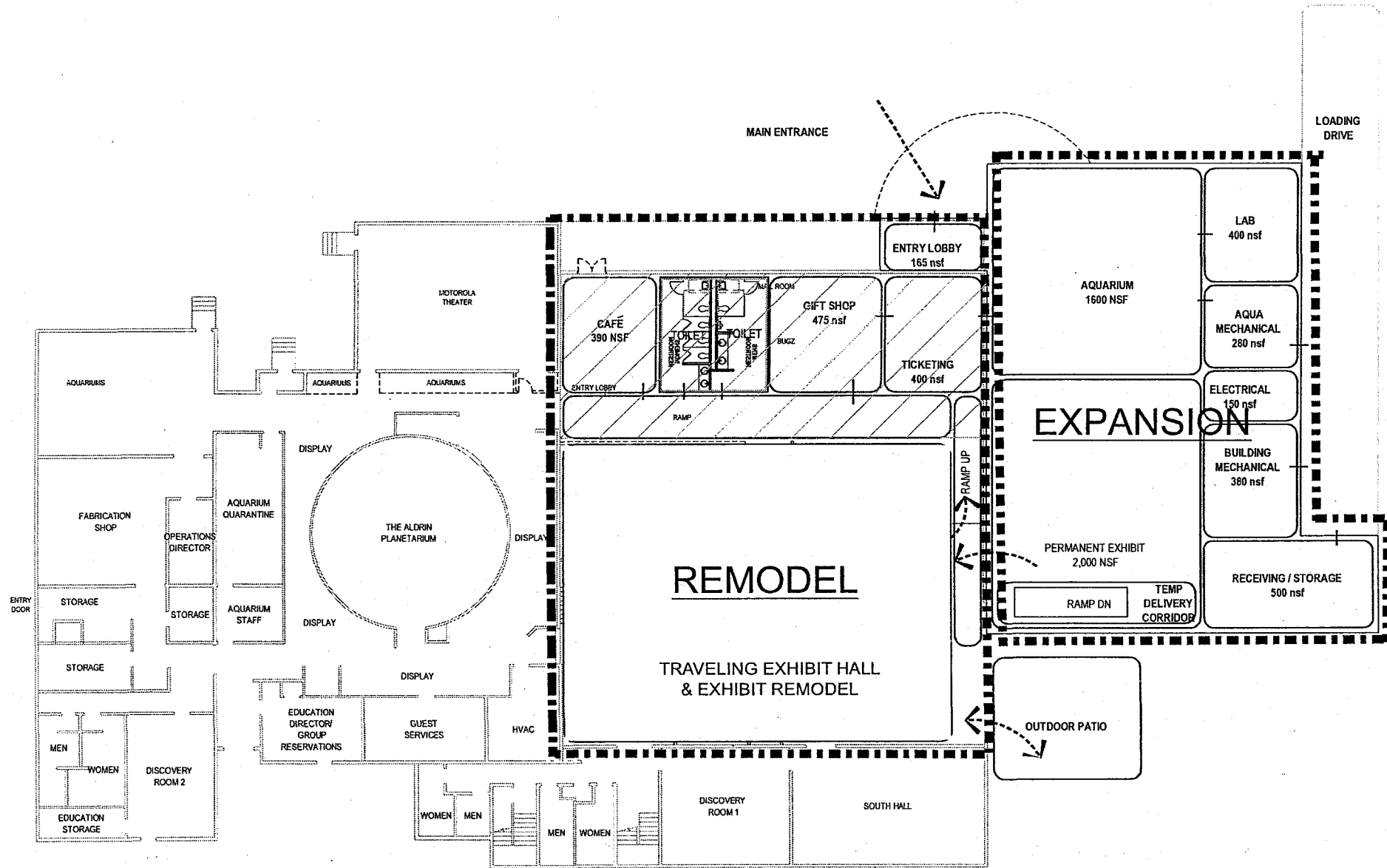


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

LEGAL DESCRIPTION

A parcel of land lying in Section 4, Township 44 South, Range 43 East, City of West Palm Beach, Palm Beach County, Florida and being more particularly described as follows:

Commencing at the center line intersection of Parker Avenue and West Lakewood Road (platted as Lake View Parkway) as shown on the plat of LAKEVIEW RIDGE as recorded in Plat Book 7, Page 35 of the Public Records of Palm Beach County, Florida; Thence N 87° 57' 32" W, along said West Lakewood Road center line and its easterly prolongation, a distance of 1679.36 feet; Thence S 02° 02' 28" W, 60.00 feet to the Point of Beginning; Thence continue S 02° 02' 28" W, 350.00 feet; Thence N 87° 57' 32" W, 568.26 feet to a point on the easterly right-of-way line of Interstate 95 as shown on the State of Florida, State Road Department, Right of Way Map Section 93220-2421 (2405); Thence along said line N 02° 07' 12" E, 140.97 feet; Thence continuing along said right-of-way line, N 09° 11' 38" E, 210.67 feet to a point in a line lying 60 feet south of, as measured at right angles to, the afore-mentioned center line of West Lakewood road; Thence S 87° 57' 32" E, along said line, 541.83 feet to the Point of Beginning.

Containing 4.50 acres.

Subject to easements, restrictions and reservations of record.

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



**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

EXHIBIT C

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

Date _____

Grantee: _____ Project Name: _____

Submittal #: _____ Reimbursement Period: _____

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

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

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 (NOT APPLICABLE)

