

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 19, 2012

☐ Consent
☐ Ordinance☒ Regular
☐ Public HearingDepartment: Parks and RecreationSubmitted by: Parks and Recreation DepartmentSubmitted for: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** reallocation of \$150,000 within the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum from Expanding and Preserving Our Cultural Heritage, Inc. (EPOCH) and the City of Delray Beach for construction of the C. Spencer Pompey Amphitheater to the City of Delray Beach for the Pompey Park Baseball Field Renovation project (\$92,629) and the County's Peanut Island Lifeguard Room project (\$57,371); **B)** Interlocal Agreement with the City of Delray Beach for the period of June 19, 2012, through December 18, 2013, in an amount not-to-exceed \$92,629 for funding the Pompey Park Baseball Field Renovation project; and **C)** Budget Transfer of \$150,000 within the 2002 \$50 Million Recreational and Cultural Facilities Bond referendum from C. Spencer Pompey Amp/Pass-Through to Pompey Park Baseball Field Renovation (\$92,629) and Peanut Island Lifeguard Room (\$57,371).

Summary: The District 7 Commissioner has identified \$150,000 from the \$50 Million Recreational and Cultural Facilities Bond that she is requesting the Board redirect to Delray Beach for the renovation of Pompey Park's three baseball fields and concession stand (\$92,629) and the County's Peanut Island Lifeguard Room (\$57,371). This \$150,000 is now available for disbursement due to EPOCH's cancellation of their amphitheater project. The Board previously allocated \$100,000 from the original \$250,000 to Old School Square for the purchase of a sound system, and with the proposed reallocations for Delray Beach and Peanut Island, there is no remaining funding from EPOCH's \$250,000 bond allocation. The Interlocal Agreement with the City of Delray Beach allows for the reimbursement of eligible expenses incurred subsequent to February 1, 2012. Districts 1 and 7 (PK)

Background and Policy Issues: Since EPOCH was not ready to proceed with its proposed amphitheater construction project within a reasonable time frame, the District 7 Commissioner indicated her desire to redirect \$150,000 from the previously allocated \$250,000 from the amphitheatre project to the Delray Beach Pompey Park Baseball Field Renovation project and the County's Peanut Island Lifeguard Room project.

The Pompey Park project will update and improve the ball fields for future tournament play, enhance the appeal of the entire facility, and transform the park into a sports destination in Delray Beach. Project elements consist of raising fences and replacing clay at all three fields; installing a canopy over the Field 1 backstop; repairing/renovating the dugout at Field 3; installing chain link fencing, hitting mats, turf, and netting, and relocating electrical outlets around batting cages; purchasing PA systems for the Recreation Center and the concession stand; purchasing furniture for the concession stand; and installing an informational sign on the corner of the property.

Reallocation of funding to the Peanut Island Lifeguard Building project will provide the additional funding needed to replace the modular lifeguard room on Peanut Island.

The Interlocal Agreement has been executed by the City of Delray Beach, and is now being presented for consideration by the Board.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

Recommended by: _____

Department Director

5-31-12
Date

Approved by: _____

Assistant County Administrator

6/8/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital 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>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes No
 Budget Account No.: Fund Department Unit
 Object Program

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

FUND: \$25.0M GO 03, Recreational & Cultural Facilities

UNIT: C. Spencer Pompey Amp/Pass-Through

Contributions-Non-Govts Agencies

3019-581-P570-8201

\$150,000

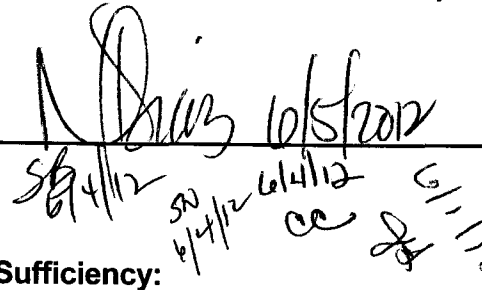
A review of the resolution and official statement associated with this debt issue indicated no specific list of approved projects for this debt issue. The Official Statement, Purpose of the Bonds, indicates the purpose of "financing certain recreational and cultural facilities within the County". The projects listed in this agenda item meet that criteria.

C. Departmental Fiscal Review:



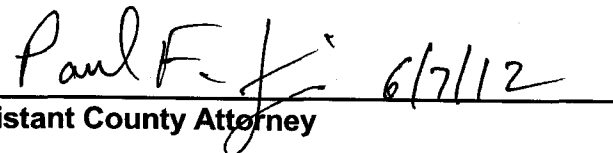
III. REVIEW COMMENTS

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

OFMB
 WS 6/4/12

 6/4/12
 cc 6/1/12


 Contract Development and Control
 6-6-12

B. Legal Sufficiency:


 Assistant County Attorney

C. Other Departmental Review:

REVISED 09/2003
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

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**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF DELRAY BEACH FOR FUNDING OF THE POMPEY PARK BASEBALL
FIELD RENOVATION 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 Delray Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 240 North West 10th Avenue in the City of Delray Beach; and

WHEREAS, MUNICIPALITY desires to renovate baseball fields #1, #2 and #3 at Pompey 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, funding is available from 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 for the \$50 Million Recreation and Cultural Facilities Bond for this Project is available from neighborhood parks funding in District 7; 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 \$92,629 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 "INTENTIONALLY DELETED"

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 Robert Barcinski, Assistant City Manager, City of Delray Beach, telephone no. (561)243-7000.

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 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 disburse 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 \$92,629 for those approved pre-agreement costs accruing to the Project subsequent to February 1, 2012 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 "INTENTIONALLY DELETED"

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

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

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

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

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

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY transfers ownership of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the project to a party or parties not now a part of this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 MUNICIPALITY warrants that the Project shall serve a 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 thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to 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.

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 MUNICIPALITY, its 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 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 Delray Beach
City Hall
100 N.W. First Avenue
Delray Beach, Florida 33444

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 \$200,000 Per Person and \$300,000 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 selfinsured 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: Donald D. Nabin
City Clerk

APPROVED AS TO TERMS AND
CONDITIONS:

By: Eric Call
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: _____
Shelley Vana, Chair

CITY OF DELRAY BEACH

By: Don SIM
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Municipality Attorney

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Project Description, Cost Estimate, and Conceptual Site Plan |
| 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, COST ESTIMATE, AND CONCEPTUAL SITE PLAN

Pompey Park Baseball Field Improvement Project

Project Description and Cost Estimate – Exhibit A

Project Description

The City of Delray Beach plans to renovate the Pompey Park ball fields and concession stand in order to improve and update the ball fields for future tournament play, enhance the appeal of the entire facility, and transform the park into a sports destination in Delray Beach.

The Pompey Park ball field improvement project consists of renovation of three baseball fields to include: raising the fence from 4 feet to 6 feet, installing gates, and replacing the clay at all three fields. As depicted on the conceptual plan the following renovations will include: field #1 installation of an 8 foot canopy over the backstop, field #3 the dugout will be repaired and renovated, and behind field #2 the batting cages will consist of replacing torn netting, installing chain link fencing and hitting mats, replacing the artificial turf and relocating electric outlets. PA Sound System, equipment and furniture will be purchased for the Concession Stand. A second PA Sound System will be purchased for Pompey Park Recreation Center. On the south east corner of Pompey Park a Marquee informational sign will be installed.

Project Elements include:

- Raise fences at all three fields
- Replacement of clay at all three fields
- Install canopy over backstop at field 1
- Dugout repair and renovation at located behind field 3
- Install chain link fencing, hitting mats, new turf and netting around batting cages.
Relocate electrical outlets
- Purchase PA System and furniture for Concession Stand
- Purchase PA System for Recreation Center
- Install informational sign-south east corner of property

Lump Sum Cost Estimate

\$92,629

PARK BASEBALL FIELD RENOVATION & IMPROVEMENT PROJECT

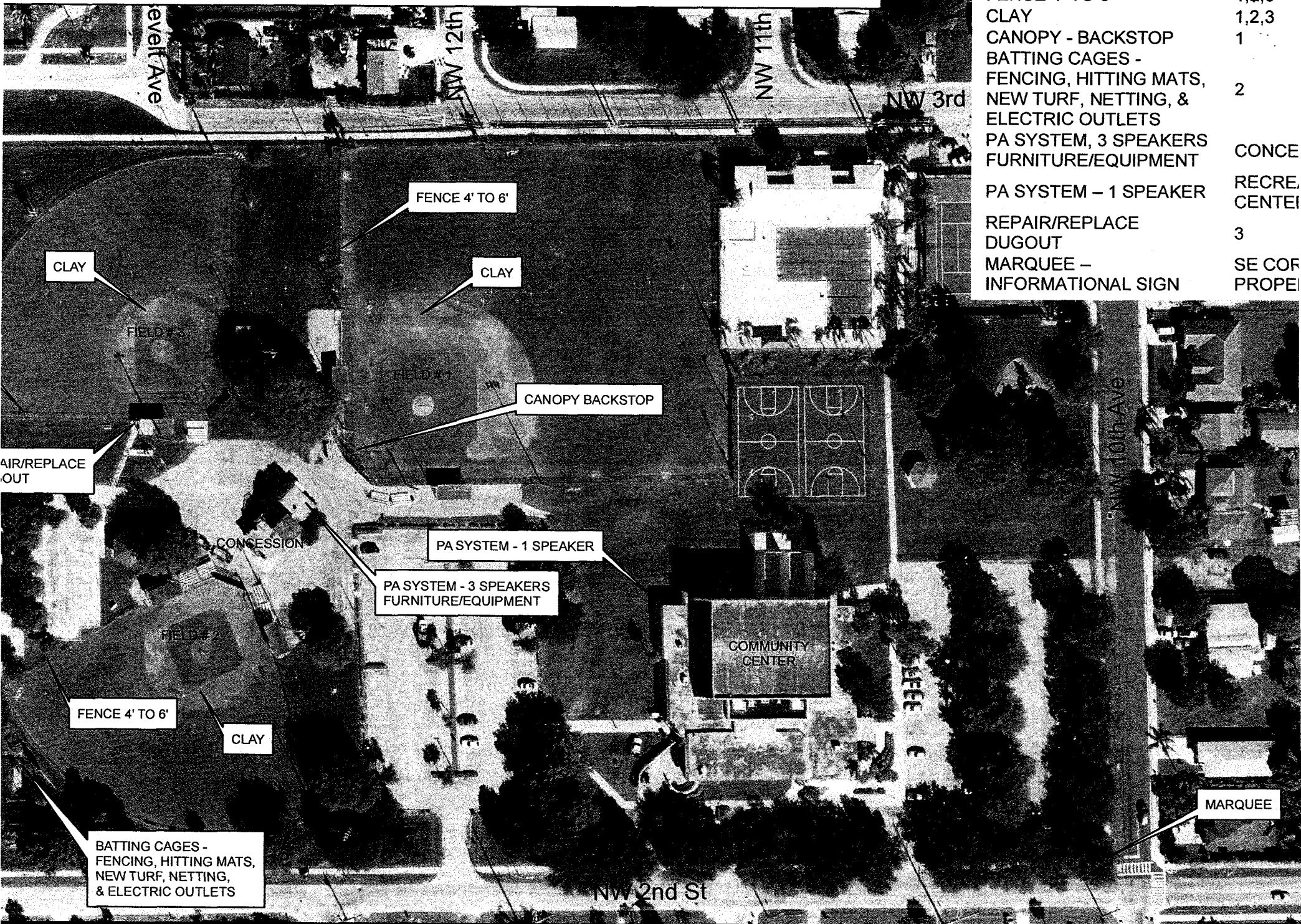


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

CITY OF DELRAY BEACH FLORIDA

LAND LEGAL DESCRIPTION

POMPEY PARK ADMINISTRATION BUILDING AND PARKING LOT, ALONG THE SOUTH SIDE OF THE PARK

1101 NW 2nd Street, Delray Beach, FL 33444

Legal Description:

17-46-43, S 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4/LESS E 25 FT RD R/W/

POMPEY PARK CONCESSION STAND, BALLFIELD # 2 and BALLFIELD # 3, ALONG THE WESTSIDE OF THE PARK

240 NW 10th Avenue, Delray Beach, FL 33444

Legal Description:

17-46-43, E 1/2 OF SE 1/4 OF NW 1/4 OF NW 1/4/LESS W 25 FT, S 25 & N 25 FT ST R/W/

POMPEY PARK BALLFIELD # 1 AND POOL FACILITY, ALONG THE NORTH SIDE OF THE PARK

240 NW 10th Avenue, Delray Beach, FL 33444

Legal Description:

17-46-43, N 1/2 OF SW 1/4 OF NE 1/4 OF NW 1/4

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES
PURCHASE SCHEDULE FORM



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

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

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

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

Administrator _____ Date _____

Financial Officer _____ Date _____

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____

PBC Project Administrator _____ Date _____

Department Director _____ Date _____



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

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

EXHIBIT C

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.

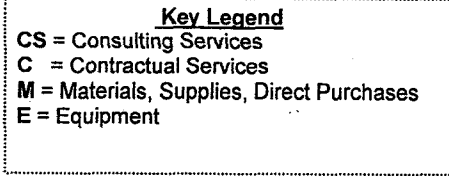
Administrator

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 C
(cont'd.)

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

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.

Date _____

EXHIBIT D

PRE-AGREEMENT COST LIST

(All expenses must be incurred subsequent to February 1, 2012)

POMPEY PARK BASEBALL FIELD RENOVATION & IMPROVEMENT PROJECT


EXHIBIT D

PRE-AGREEMENT EXPENSES ELIGIBLE FOR REIMBURSEMENT*

- Raise fences at all three fields
- Replacement of clay at all three fields
- Install canopy over backstop at field 1
- Dugout repair and renovation at located behind field 3
- Install chain link fencing, hitting mats, new turf and netting around batting cages. Relocate electrical outlets
- Purchase PA System and furniture/equipment for Concession Stand
- Purchase PA System for Recreation Center
- Install informational sign-south east corner of property

Total	\$92,629.00
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*All pre-agreement expenses must be incurred subsequent to February 1, 2012

CERTIFICATE OF COVERAGE		
Certificate Holder PALM BEACH COUNTY PARKS AND RECREATION DEPARTMENT 2700 SIXTH AVENUE SOUTH LAKE WORTH FL 33461		Administrator Florida League of Cities, Inc. Department of Insurance and Financial Services P.O. Box 530065 Orlando, Florida 32853-0065 Issue Date 2/23/12
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.		
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST		
AGREEMENT NUMBER: FMIT 0140		COVERAGE PERIOD: FROM 10/1/11
		COVERAGE PERIOD: TO 10/1/12 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employment Practice <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Attendants'/Medical Directors' Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible N/A Automobile Liability <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Limits of Liability * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY <input checked="" type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input checked="" type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input checked="" type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input checked="" type="checkbox"/> Deductible \$50,000 <input checked="" type="checkbox"/> Coinsurance 100% <input type="checkbox"/> Blanket <input checked="" type="checkbox"/> Specific <input checked="" type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator TYPE OF COVERAGE - WORKERS' COMPENSATION <input checked="" type="checkbox"/> Statutory Workers' Compensation <input checked="" type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input checked="" type="checkbox"/> Self Insured Retention: \$500,000
Automobile/Equipment - Deductible <input checked="" type="checkbox"/> Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment		
Other * The limit of liability is \$3,000,000 (combined single limit) bodily injury and/or property damage each occurrence in excess of a self-insured retention of \$200,000. This limit is solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability/settlement for which no claims bill has been filed or liability imposed pursuant to Federal Law or actions outside the State of Florida.		
Description of Operations/Locations/Vehicles/Special Items Re: Grant Funding		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.		
DESIGNATED MEMBER CITY OF DELRAY BEACH 100 NW 1 ST AVENUE DELRAY BEACH FL 33444		CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

Page 1 of 1

BGEX 581 051812*1503

FUND 3019 - \$25M GO 03, Recreational & Cultural Facilities

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 5/18/2012	REMAINING BALANCE
<u>C. Spencer Pompey Amp/Pass-Through</u>								
3019-581-P570-8201	Contributions-Non-Govts Agncs	250,000	150,000		150,000	0	0	0
<u>Pompey Park Baseball Field Renovation</u>								
3019-581-P756-8101	Contributions Othr Govtl Agency	0	0	92,629		92,629	0	92,629
<u>Peanut Island Lifeguard Room</u>								
3019-581-P749-6401	Machinery & Equipment	0	0	57,371		57,371	0	57,371
TOTAL				<u>150,000</u>	<u>150,000</u>			

Signatures

Date

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Eric Cole 5-21-12

By Board of County Commissioners
At Meeting of
June 19, 2012
Deputy Clerk to the Court