

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 16, 2013

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted by: Parks and Recreation Department

Submitted for: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: **A)** Tri-Party Agreement with the City of Greenacres and Greenacres Historical Society, Inc., for the period of July 16, 2013, through January 15, 2015, in an amount not-to-exceed \$100,000 for funding of Greenacres Historical Museum exhibits and improvements to the museum's parking lot; and **B)** Budget Transfer of \$100,000 within the \$25M GO Recreational and Cultural Facilities Bond Fund – 2005 from the Center for Creative Education Construction Project to the Greenacres Historical Museum.

Summary: On June 19, 2012, the Board approved a reallocation from the 2002 \$50 Million Recreation and Cultural Facilities Bond of \$100,000 from the Center of Creative Education construction project to the construction of the Greenacres Historical Museum. This tri-party agreement provides funding to design and construct exhibits for the historical museum, as well as constructing improvements to the museum's parking lot. The agreement also allows for the reimbursement of eligible expenses incurred subsequent to June 1, 2012, and includes specific project milestone completion deadlines. District 2 (PK)

Background and Justification: The City of Greenacres leases approximately 1,145 square feet of floor space within a building located at 301 Swain Boulevard to the Greenacres Historical Society, Inc., for use as a museum and office space. The City of Greenacres is responsible for the design, construction and installation of the museum's exhibits and improvements to the museum's parking lot. The Greenacres Historical Society is responsible for the operation and maintenance of the museum. The total project cost is \$100,000. Project elements include design, construction and installation of exhibits depicting the "Story of Greenacres" to visitors, and parking lot improvements to improve function, safety, and handicap accessibility for vehicular and pedestrian access to the museum.


The term of the Agreement is the standard 30 year term for Bond Agreements. The tri-party Agreement has been executed on behalf of the City of Greenacres and the Greenacres Historical Society, Inc., and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Agreement
2. Budget Transfer

Recommended by: 
Department Director

6/18/2013
Date

Approved by: 
Assistant County Administrator

6/28/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>100,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>100,000</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 X No
 Budget Account No.: Fund Department Unit
 Object Program

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

FUND: \$25M GO 05, Recreational & Cultural Facilities
 UNIT: Center for Creative Education Construction Project

Contributions-Non-Govts Agencies 3020-581-P728-8201 \$100,000

C. Departmental Fiscal Review: 

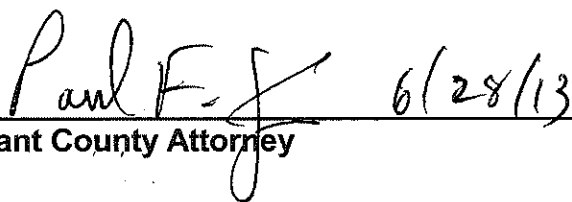
III. REVIEW COMMENTS

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

 AK 9/21/13 pbw 4/20
 OFMB

 6-27-13
 Contract Development and Control

B. Legal Sufficiency:

 6/28/13
 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.)

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

FUND 3020 - \$25M GO 05, Recreational & Cultural Facilities

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 6/6/2013	REMAINING BALANCE
Center for Creative Education Construction Project								
3020-581-P728-8201	Contributions-Non-Govts Agnces	800,000	800,000		100,000	700,000	550,000	150,000
Greenacres Historical Museum								
3020-581-P770-8101	Contributions Othr Govtl Agency	0	0	100,000		100,000	0	100,000
TOTAL				<u>100,000</u>	<u>100,000</u>			

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures

Date

Eric Case 6/12/2013

By Board of County Commissioners
At Meeting of
July 16, 2013

Deputy Clerk to the Court

**AGREEMENT BETWEEN PALM BEACH COUNTY,
CITY OF GREENACRES AND GREENACRES HISTORICAL SOCIETY, INC.
FOR FUNDING OF THE GREENACRES HISTORICAL MUSEUM PROJECT**

THIS 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", the City of Greenacres, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY", and Greenacres Historical Society, Inc., Florida Non Profit Corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property and building located at 301 Swain Boulevard in the City of Greenacres; and

WHEREAS, AGENCY leases approximately 1,145 square feet of floor space within building located at 301 Swain Boulevard in the City of Greenacres from MUNICIPALITY; and

WHEREAS, MUNICIPALITY desires to construct Historical Museum Exhibits and improvements to the parking lot at the Greenacres Historical Museum, hereinafter referred to as "the Project" at said location; and

WHEREAS, AGENCY desires to operate and maintain the Project upon its completion; 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 from the \$50 Million Recreation and Cultural Facilities Bond for this Project is available from the District 2 balance; and

WHEREAS, the Project represents one such recreation/cultural project; 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, 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 MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$100,000 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 DELETED

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. MUNICIPALITY's representative during the design and construction of the Project shall be Thomas J. Lanahan, Assistant City Manager, City of Greenacres, telephone number (561) 642-2054.

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

Section 1.07 MUNICIPALITY 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 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 thirty (30) 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 complete the design, engineering, and permitting for the Project no later than twelve (12) months from the date of execution of this Interlocal Agreement by the parties hereto. Said process shall include initiating 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. MUNICIPALITY shall provide a copy of the engineer's and/or architect's design programming phase documents to COUNTY's Representative or Designee for review. COUNTY's Representative shall review said programming design phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.03 MUNICIPALITY shall award the bid for construction of the Project and commence Project construction no later than eighteen (18) 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 (i.e., site plan, floor plans and elevations, etc.), along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Agreement.

Section 2.04 MUNICIPALITY shall totally complete the Project and AGENCY will open same to the public for its intended use within thirty (30) months from the date of execution of this Agreement by the parties hereto.

Section 2.05 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 submit a separate Milestone Report Form at such times that milestones indicated above have been met during the design and construction of the Project. The Quarterly Project 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. Milestone Report Forms shall note the completion and completion date (or explain non-completion) of each Milestone as delineated in Article 2 of this 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 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 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 Agreement. COUNTY's Representative or Designee 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 \$25,838 for those approved pre-agreement costs accruing to the Project subsequent to June 1, 2012 as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 For construction projects fully funded by COUNTY, no more than 10% of COUNTY's funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Interlocal Agreement

Section 3.07 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 or AGENCY any additional funds for any other capital improvement required by or of MUNICIPALITY or 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 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 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. MUNICIPALITY and AGENCY 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 MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY or AGENCY 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, MUNICIPALITY and AGENCY's obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY or AGENCY as provided for in its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY or AGENCY transfer management of the Project to a party or parties not now a part of this Agreement, MUNICIPALITY and AGENCY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY or AGENCY 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 and AGENCY 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 as to residents of MUNICIPALITY. MUNICIPALITY and AGENCY 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. MUNICIPALITY and AGENCY 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 or Designee.

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 issued 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 Agreements, 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 Agreement 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 Greenacres
5800 Melaleuca Lane
Greenacres, FL 33463

As to AGENCY:

Greenacres Historical Society
525 Swain Boulevard
Greenacres, FL 33463

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 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 or Designee for review no later than twelve (12) 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 eighteen (18) 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 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 Agreement, either in whole or in part. These County remedies include, but are not limited to terminating the Agreement and requiring MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Agreement.

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the 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 Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 11: INDEMNIFICATION

It is understood and agreed that MUNICIPALITY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Agreement and operates no control over the Project. To the extent permitted by law and

subject to the limitations of Section 768.28, Florida Statutes, 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 Agreement. The foregoing indemnification shall survive termination of this 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 self-insured retention.

Prior to execution of this Agreement, 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 Agreement.

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY 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 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 Agreement or performing any work in furtherance hereof, MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

ARTICLE 14: CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 15: SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this 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 Agreement represents the entire understanding between COUNTY, MUNICIPALITY and AGENCY, 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 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 Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

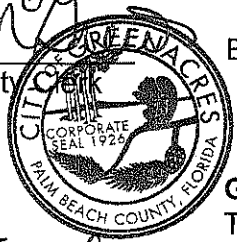
By: _____
Steven L. Abrams, Mayor

ATTEST:

CITY OF GREENACRES:

By: Denise McGrew
Denise McGrew, City Clerk

By: [Signature]
Samuel J. Ferreri, Mayor



WITNESSES:

GREENACRES HISTORICAL SOCIETY, INC.
Tax I.D. # 87-0792217

[Signature]
[Signature]

By: Estelle Friedman
Signature
Estelle Friedman
Name (Type or Print)
President
Title

APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Eric Call, Director
Parks and Recreation Department

By: [Signature]
Pamela Terranova, City Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County 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

EXHIBIT "A"
DESCRIPTION AND COST ESTIMATE

Project Description:

This project entails the construction of parking lot improvements and the purchase and installation of exhibits for the Greenacres Historical Society Museum at the City of Greenacres building at 301 Swain Boulevard. The parking lot improvements will improve the function, safety, and handicap accessibility of the vehicular and pedestrian access to the Museum. The exhibits will provide professional display of the Society's collection and help tell the "Story of Greenacres" to visitors to the Museum.

Cost Estimate:

Museum:

Exhibits:

- a. L.C. Swain Story. Wall mural/collage 13'x8' and 1 graphic panel
- b. Typical 1925 Housing. Recreate interior décor in 125 sq.ft. room and include shelves for housewares in collection for children's tours and 1 graphic panel
- c. Rebuilding after 1926 Tornado and Hurricane and 1928 Hurricane. 3 graphic panels
- d. Oral Histories. Audio message repeater in kiosk. 2 graphic panels
- e. Military Heroes. Wall mural 7' x 8', display shelving, 1 graphic panel
- f. Later Events. Freestanding graphic wall panel, flat display case

Shipping and Installation

Artifact Labels

Design

Construction Drawings

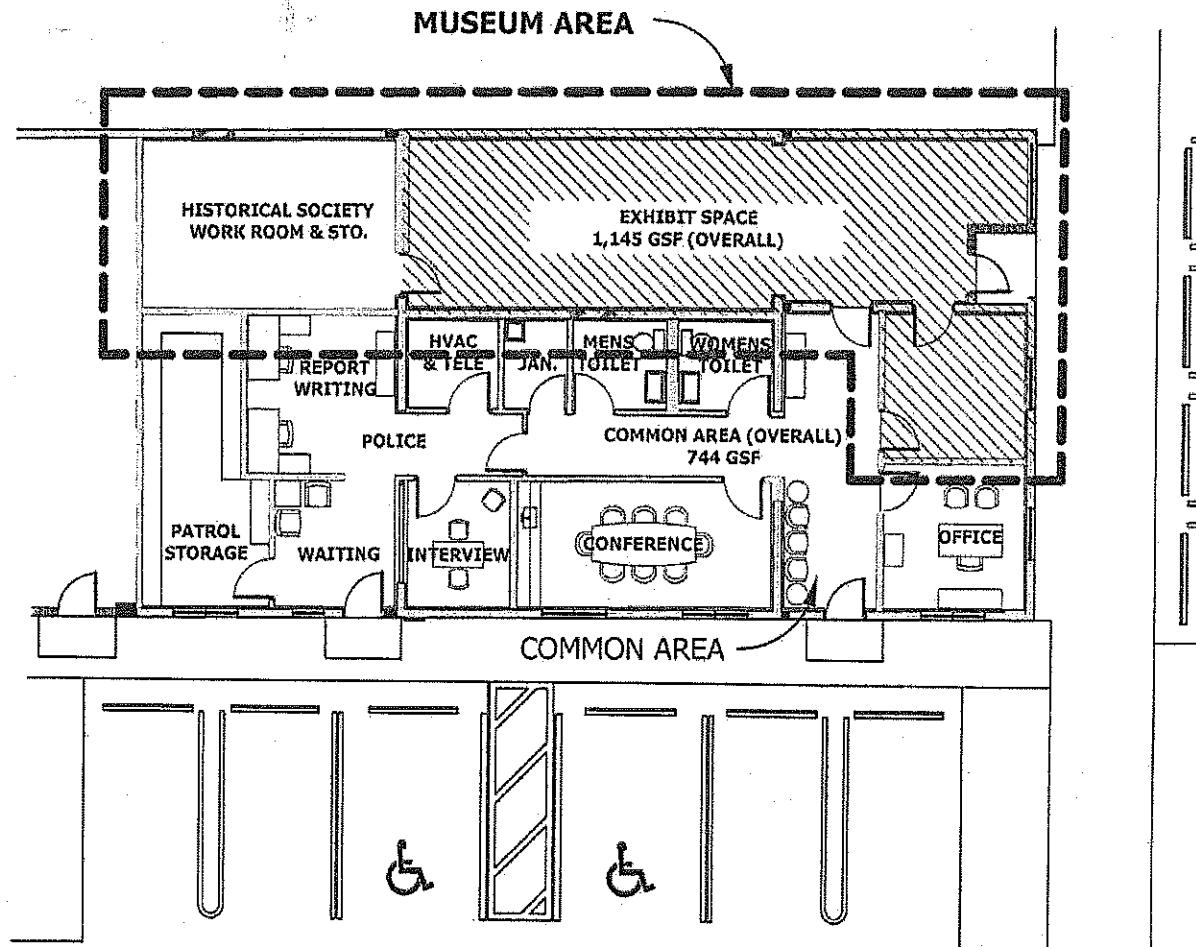
Project Management

Parking Lot:

Demolition (480 sq.yd.), Paving (291 sq.yd.), Striping,
Concrete Sidewalks (158 sq.yd.) to create 10 parking spaces
including 2 handicap accessible spaces

Engineering, Project Management (City Staff)

=====
\$100,000

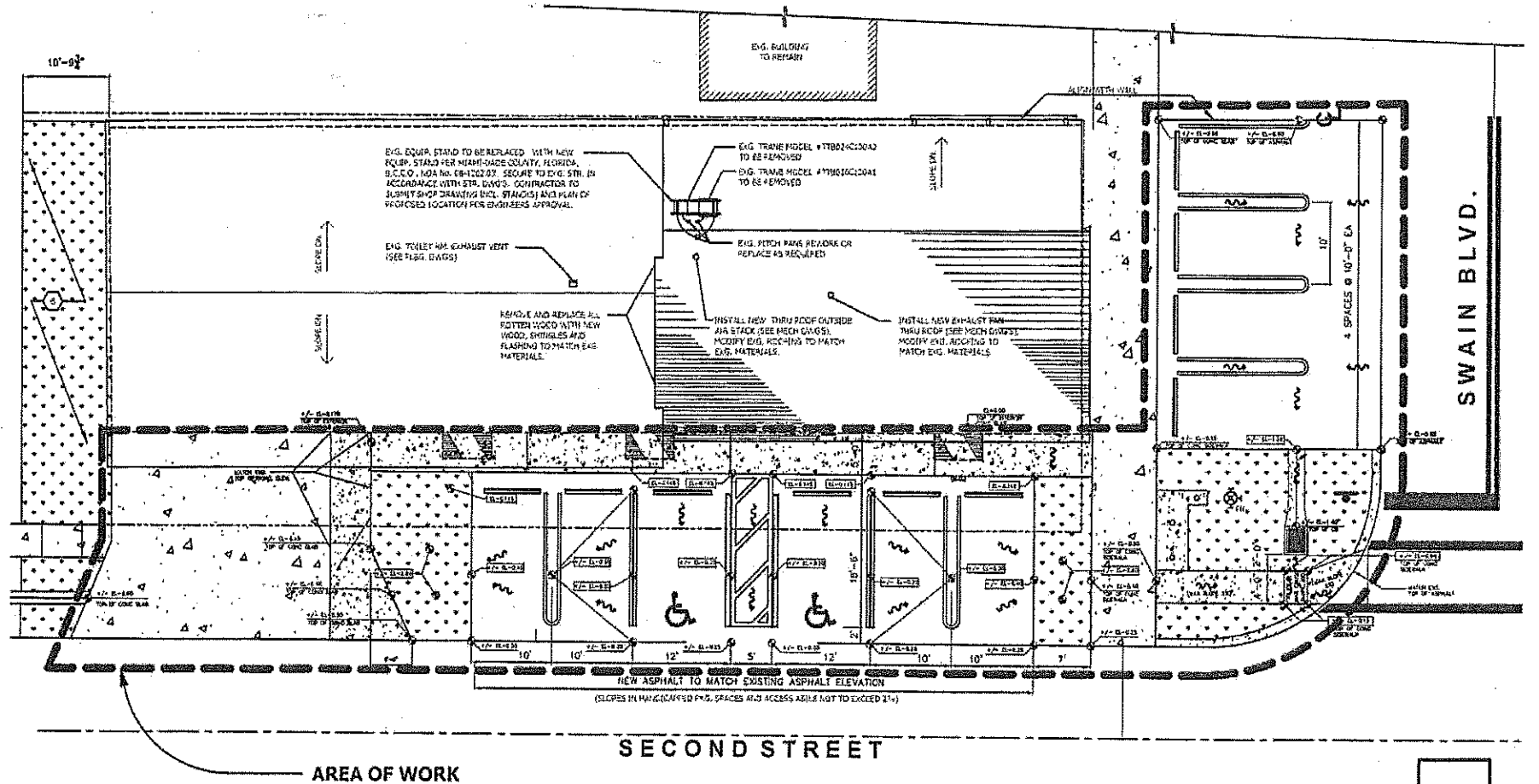


MUSEUM SPACE

SECOND STREET

301 SWAIN BOULEVARD
Greenacres, Florida





SITE / ROOF PLAN

PARKING LOT

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Evidence of Site Control

All construction will take place on the property the City owns at 301 Swain Boulevard, described as Lot 34, Block 27 of Greenacres Plat No. 2, as shown in Plat Book 13, Pages 3 and 4 of the public records of Palm Beach County.

28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100

GREENACRES

PLAT NO 2
 SHEET 1 OF 2 SHEETS
 IN SEC. 23, T. 44 S., R. 42 E.
 PALM BEACH CO. FLA.
 SCALE 2000
 OCTOBER 1925

SWAIN DEVELOPMENT CORPORATION
 OWNERS, DEVELOPERS & BUILDERS
 LAKE WORTH, FLA.

STATE OF FLORIDA,
 COUNTY OF PALM BEACH 28.
 KNOW ALL MEN BY THESE PRESENTS, that the Swain Development Corporation, an organization existing under the laws of the State of Florida, the owner of the following described property:
 The E 1/2 of Sec. 23, T. 44 S., R. 42 E., except the S 1/2 of the S 1/4 of the S 1/2 of said Sec. 23,
 has caused the said described land to be surveyed and plotted as shown hereon and does hereby dedicate to the beneficial use of the public the way shown hereon, road, streets, and avenues shown hereon, as public highways, retaining unto itself its easements or its agents, the reversion or reversions of same when ever resumed by the public as described by the said subdivision map as aforesaid.
 IN WITNESS WHEREOF, the said Swain Development Corporation, has caused these presents to be executed in its name by its president affixed by its secretary and its corporate seal to be hereto affixed at this 28th day of October, 1925, County of Palm Beach, State of Florida, this the 28th day of October, A.D. 1925.

THE SWAIN DEVELOPMENT CORPORATION
 Signed, sealed and attested
 in its corporate office
 this 28th day of October, 1925.

 President

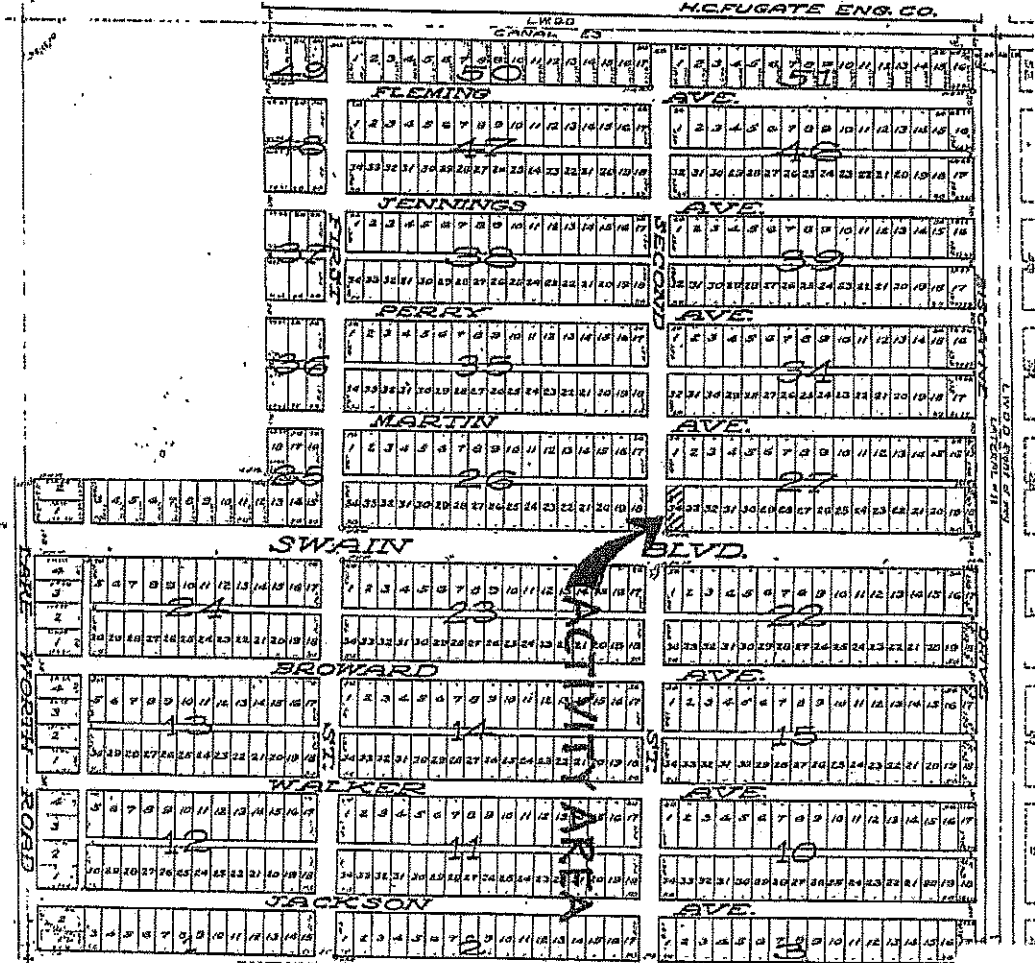
 Secretary

STATE OF FLORIDA,
 COUNTY OF PALM BEACH 29.
 BEFORE ME IN OFFICE, duly authorized to administer oaths and take acknowledgments, personally appeared C. S. Swain and C. S. Swain, who first being duly sworn and acknowledged before me that they were the persons and secretary respectively of the Swain Development Corporation and that they executed the foregoing instrument as such officers of said corporation by and into the authority of the board of directors of said corporation in the presence of me as aforesaid, and that said act was the act and deed of said corporation.
 IN WITNESS WHEREOF I have hereunto set my hand and seal of office at Palm Beach County, Florida, this 28th day of October, A.D. 1925.

STATE OF FLORIDA,
 COUNTY OF PALM BEACH 30.
 I HEREBY CERTIFY that the above shown map is a true and correct representation of a survey of the land described in the foregoing and which have been filed in the public records of the State of Florida and that the said map and the subdivision reference instruments thereon are correct.

H. C. FUGATE ENG. CO.
 By _____
 A. D. 1925

My commission expires _____
 My commission expires _____
 My commission expires _____





**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

**EXHIBIT "C"
Page 1 of 2**

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

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

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

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

Administrator _____ Date _____

Financial Officer _____ Date _____

PBC USE ONLY	
County Funding Participation	\$ _____
Total Project Costs To Date:	\$ _____
County Obligation To Date	\$ _____
County Retainage (_____ %)	\$ _____
County Funds Previously Disbursed	\$ _____
County Funds Due this Billing	\$ _____
Reviewed and Approved By:	_____
PBC Project Administrator	Date
Department Director	Date



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

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

EXHIBIT C

Grantee: _____ Date: _____
 Submittal #: _____ Project Name: _____
 Reimbursement Period: _____

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

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

 Administrator Date

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

 Financial Officer Date

EXHIBIT D

PRE-AGREEMENT COST LIST

All expenses must be incurred subsequent to June 1, 2012

EXHIBIT "D"
PRE-AGREEMENT COST LIST

Parking Lot Demolition (480 sq.yd.), Paving (291 sq.yd.), Concrete Sidewalks (158 sq.yd.), and Striping and Marking to create 10 parking spaces including 2 handicap accessible spaces	\$25,838
	<hr/>
TOTAL	<u>\$25,838</u>

CERTIFICATE OF COVERAGE

Certificate Holder

PALM BEACH COUNTY BOARD OF COMMISSIONERS
 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 6/6/13

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 0219 COVERAGE PERIOD: FROM 10/1/12 COVERAGE PERIOD: TO 10/1/13 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage, Personal Injury and Advertising Injury
- Errors and Omissions Liability
- Employment Practices Liability
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit
 Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit
 Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings**
 - Basic Form
 - Special Form
- Personal Property**
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible \$500
- Coinsurance 80%
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
- STR Deductible N/A

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto Per Schedule - Miscellaneous Equipment

Other

* The limit of liability is \$200,000 Bodily Injury and/or Property Damage per person or \$300,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$500,000 for General Liability and \$200,000 for Automobile Liability (combined single limit) per occurrence, 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: 301 Swain Boulevard - Grant Project for the Greenacres Historical Museum

RE: Events, activities, elections and functions authorized by the certificate holder involving the designated member while being held upon the premises of the certificate holder. The certificate holder is hereby added as an additional insured, except for Workers' Compensation and Employers Liability, as respects the member's liability for the above described event.

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 Greenacres
 5800 Melaleuca Lane
 Greenacres FL 33463-3515

Cancellations

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELED 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