

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) Interlocal Agreement with the City of Belle Glade for the period July 16, 2013, through January 15, 2016, in an amount not-to-exceed \$517,514 for funding of the Belle Glade Marina Project – Phase II; B) Florida Boating Improvement Program Project Agreement with the City of Belle Glade for the period July 16, 2013, through January 15, 2015, in an amount not-to-exceed \$29,000 for funding of the Belle Glade Marina Project – Phase II; and C) Budget Transfer of \$29,000 within the Park Improvement Fund from the Florida Boating Improvement Program (FBIP) reserve to Belle Glade Marina project.

**Summary:** This Interlocal Agreement and FBIP Project Agreement provide funding for Phase II of the Belle Glade Marina, situated on Torry Island at the southeast corner of Lake Okeechobee. Project elements in the Interlocal Agreement include asphalt resurfacing/regrading, picnic and parking area enhancements, guardrail, washroom renovation/expansion, boardwalk/dock, and shoreline rehabilitation. The project elements in the FBIP agreement include design, engineering, and permitting fees. The FBIP agreement also allows for the reimbursement of expenses incurred subsequent to March 1, 2013. Funding for the Interlocal Agreement is from the 2004 \$50 Million GO Waterfront Access Bond referendum, while funding for the FBIP Agreement is from the Park Improvement Fund FBIP reserve. Since the County does not typically reimburse for design and engineering costs on bond projects not entirely funded by the County, two separate agreements were necessary in order to maximize the funding allocated to the Belle Glade Marina project. District 6 (PK)

**Background and Justification:** On November 2, 2004, 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, and/or improvements to waterfront access in Palm Beach County. The City of Belle Glade was allocated \$3 Million for designing and constructing improvements to its public marina located on Torry Island. Torry Island also offers opportunities to provide passive and active recreational activities, including boating, fishing, picnicking, camping, canoeing and kayaking, nature trails, hiking, and air boating. On August 21, 2007, the Board approved an agreement, R2007-1362, for Phase I and the City was reimbursed \$2,453,486.54, leaving a balance of \$546,514 available for Phase II. The City completed Phase I in 2012, and is now ready to commence on Phase II. These marina improvements are to enhance the public access to and enjoyment of water/boating activities.


The Interlocal Agreement and FBIP Agreement have been executed by the City of Belle Glade, and now need to be approved by the Board of County Commissioners.

**Attachments:**

- 1. Interlocal Agreement
- 2. FBIP Project Agreement
- 3. 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>546,514</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>546,514</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>

# ADDITIONAL FTE POSITIONS (Cumulative) 0

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

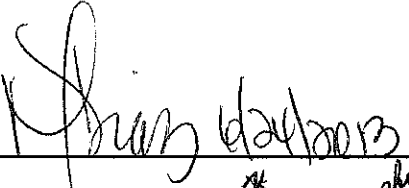

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Fund 3038: \$50M GO Waterfront Access Bond		
Belle Glade Marina	3038-581-P606-8101	\$517,514
Fund 3600: Park Improvement Fund		
Reserve	3600-581-9903-9908	<u>\$29,000</u>
Total		\$546,514


C. Departmental Fiscal Review: 

**III. REVIEW COMMENTS**

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

 OFMB   
 6/21/13 6/20/13 Contract Development and Control  
 6-25-13 B wheel

**B. Legal Sufficiency:**

 6/25/13  
 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 3600 - PARK IMPROVEMENT**

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 6/6/2013	REMAINING BALANCE
<b><u>Boating Improvement Pgm (Fbip)</u></b>								
3600-581-9903-9908	Res-New Projects	721,788	860,549		29,000	831,549		831,549
<b><u>Belle Glade Marina</u></b>								
3600-581-P606-8101	Contributions Othr Govtl Agency	0	0	29,000		29,000	0	29,000
	<b>TOTAL</b>			<u>29,000</u>	<u>29,000</u>			

<p><b>Parks and Recreation Department</b> <b>INITIATING DEPARTMENT/DIVISION</b></p> <p><b>Administration/Budget Department Approval</b></p> <p><b>OFMB Department - Posted</b></p>	<p align="center"><b>Signatures</b></p> <p align="center"><i>[Signature]</i></p> <hr/> <hr/>	<p align="center"><b>Date</b></p> <p align="center">6/12/2013</p> <hr/> <hr/>	<p align="right"><b>By Board of County Commissioners</b> <b>At Meeting of</b> <b>July 16, 2013</b></p> <hr/> <p align="right"><b>Deputy Clerk to the Court</b></p>
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**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF BELLE GLADE FOR FUNDING OF BELLE GLADE MARINA  
IMPROVEMENTS - PHASE II**

**THIS INTERLOCAL AGREEMENT** is made and entered into on \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Belle Glade, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY owns property located at Torrey Island in City of Belle Glade; and

**WHEREAS**, MUNICIPALITY desires to construct the Belle Glade Marina Improvements – Phase II, hereinafter referred to as "the Project" at said location; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to financially participate in the construction of said project; and

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the COUNTY has approved proposed funding allocations for the \$50 Million Waterfront Access Bond; and

**WHEREAS**, the Project represents one such waterfront access 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 waterfront access 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 waterfront access 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 \$517,514 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 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 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 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 construction of the Project shall be Lillian A. Tomeu, Grants & Special Projects Manager, City of Belle Glade, telephone no. (561) 992-1607.

Section 1.06 MUNICIPALITY shall construct the Project upon property owned by MUNICIPALITY 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 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 six (6) 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'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 2.03 MUNICIPALITY 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 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 or Designee for review to ensure consistence with the intent of this Interlocal Agreement.

Section 2.04 MUNICIPALITY agrees to totally complete the Project and open same to the public for its intended use within thirty (30) months of the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to COUNTY at least ninety (90) days prior to that date, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

Section 2.05 MUNICIPALITY shall submit Quarterly Project Status Reports to COUNTY's Representative or Designee on or before January 10, April 10, July 10, and October 10 during the design and construction of the Project as well as separate Milestone Report Forms at such times that design and construction milestones have been met during the design and construction of the Project. 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. Milestone Reports 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 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 the COUNTY receives and approves all documentation as required in accordance with this Interlocal 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 INTENTIONALLY DELETED

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. For construction projects not fully funded by COUNTY, all design and engineering costs associated with the project shall be borne by 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 waterfront access 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 and 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 waterfront access 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 the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include 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 Belle Glade  
110 Dr. Martin Luther King Jr. Boulevard West  
Belle Glade, FL 33430

## ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

Upon the 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 or Designee 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 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 as determined by COUNTY. 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 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 the 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 this 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.

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. 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 works being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05, Florida Statutes.

### **ARTICLE 13: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal 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 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 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 BELLE GLADE


By:   
City Clerk

By:   
Steve B. Wilson, Mayor



APPROVED AS TO TERMS AND  
CONDITIONS:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Eric Call, Director  
Parks and Recreation Department

By:   
Municipality Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney

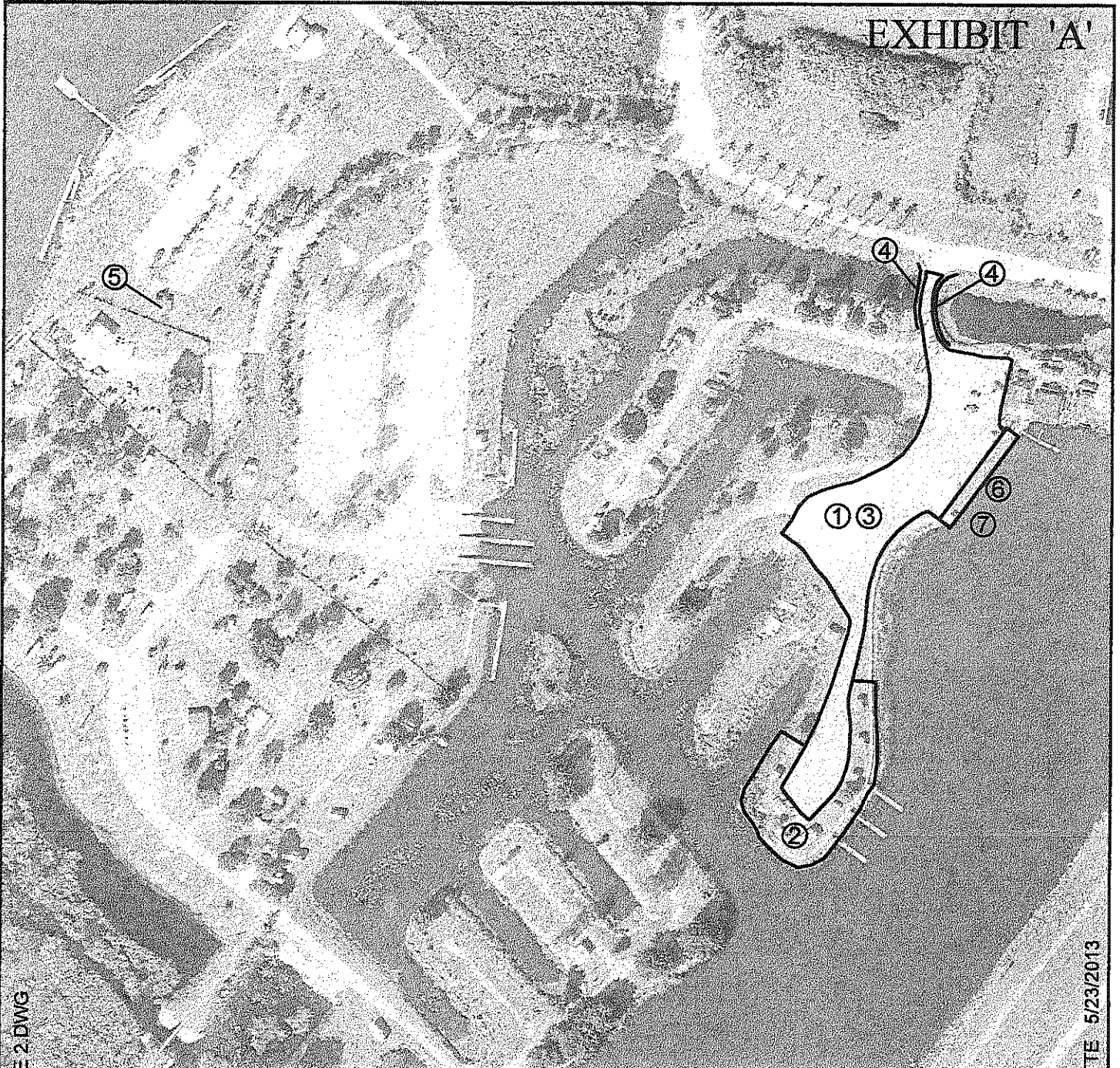
## LIST OF EXHIBITS

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

EXHIBIT A

PROJECT DESCRIPTION, CONCEPTUAL  
SITE PLAN, AND COST ESTIMATE





BELLE GLADE MARINA PHASE 2 DWG

T. GRANOWITZ / N. OUELLETTE 5/23/2013

**MARINA AREA IMPROVEMENTS**

TOTAL PROJECT COST = \$517,514

- |  |                                    |
|--|------------------------------------|
| 1. ASPHALT RESURFACING / REGRADING   | 4. GUARDRAIL AT ENTRY              |
| 2. PICNIC AREA ENHANCEMENTS INCLUDING:<br>SHELTER EXPANSION AND GRILLS                             | 5. WASHROOM RENOVATION / EXPANSION |
| 3. PARKING AREA ENHANCEMENTS INCLUDING:<br>WHEEL STOPS, STRIPING, CURBING AND<br>LANDSCAPE ISLANDS | 6. BOARDWALK / DOCK                |
|  | 7. SHORELINE REHABILITATION        |



PALM BEACH COUNTY  
 PARKS & RECREATION DEPARTMENT  
 PLANNING & DEVELOPMENT DIVISION

**BELLE GLADE MARINA  
 PHASE II IMPROVEMENTS**



EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

## Legal Description Exhibit "B"

### Parcel 1:

A parcel of land in unsurveyed Section 35, Township 43 South, Range 36 East, Palm Beach County, Florida, being a portion of a parcel described in Official Records Book 361, at Page 494; Palm Beach County, Florida, Public Records, more particularly described as follows:

From a one inch iron pipe marking the North Quarter corner of Section 35, Township 43 South, Range 36 East, bear South  $0^{\circ} 17' 39''$  East, along the West line of the Northeast one-quarter (NE $\frac{1}{4}$ ) of said Section 35, a distance of 1299.20 feet to the 1913 meander line and a point on the Easterly boundary line of said lands described in Official Records Book 361, at Page 494; thence South  $10^{\circ} 03' 45''$  East, along said boundary line, a distance of 30.34 feet for a POINT OF BEGINNING;

Thence continue along the Easterly, Southerly and Westery boundary of said lands described in Official Records Book 361, at Page 494, the following seven courses:

South  $10^{\circ} 03' 45''$  East, a distance of 139.12 feet;  
South  $44^{\circ} 29' 34''$  West, a distance of 346.38 feet;  
South  $30^{\circ} 51' 34''$  West, a distance of 563.48 feet;  
South  $38^{\circ} 09' 34''$  West, a distance of 1581.30 feet;  
North  $80^{\circ} 48' 46''$  West, a distance of 711.00 feet;  
North  $22^{\circ} 59' 36''$  West, a distance of 686.50 feet;  
North  $11^{\circ} 18' 26''$  West, a distance of 2154.64 feet;  
thence, departing from the aforesaid boundary line, North  $44^{\circ} 51' 36''$  East, a distance of 1137.49 feet; thence South  $47^{\circ} 08' 24''$  East, a distance of 2115.42 feet; thence North  $86^{\circ} 35' 55''$  East, a distance of 341.96 feet to the POINT OF BEGINNING.

LESS, however, the existing Right of Way for State Road No. 717 (Torry Island Road).

## Legal Description

06-2004-3348

## Exhibit "B"

## Parcel 2:

All those lands conveyed by the City of Belle Glade, Florida, to the Central and Southern Florida Flood Control District as described and recorded in Official Records Book 2586, Pages 281 and 282, Palm Beach County, Florida, Public Records; said lands described as follows:

Commence at the North quarter corner of Section 33, Township 43 South, Range 36 East, according to the U.S. General Land Office Survey of Torrey and Kraemer Islands, said corner being 3519.33 feet North and 2156.28 feet West of the Northwest (NW) corner of Section 36, Township 43 South, Range 36 East, according to the Florida State Survey;

Thence on true bearings South  $0^{\circ} 43'$  East, 1896 feet on center line of Section 33 to the meander line; thence South  $13^{\circ} 35'$  West, 192.7 feet to the POINT OF BEGINNING;

Thence South  $44^{\circ} 28'$  West, 356.3 feet along the property line of F.A. LaFitz; thence South  $4^{\circ} 00'$  West, 562.4 feet along the property line of F.A. LaFitz; thence South  $38^{\circ} 12'$  West, 1231.3 feet along the property line of F.A. LaFitz; thence South  $38^{\circ} 12'$  West, 143.7 feet; thence South  $31^{\circ} 48'$  East, 500.00 feet; thence North  $48^{\circ} 15'$  East, 1700.00 feet; thence North  $38^{\circ} 17' 30"$  East, 250 feet; thence North  $18^{\circ} 36' 40"$  West, 327.28 feet; thence North  $36^{\circ} 17' 30"$  East, 400.00 feet to the Sollie Corbin line; thence North  $33^{\circ} 42' 30"$  West, 100.00 feet along Sollie Corbin Survey line; thence North  $36^{\circ} 17' 30"$  East, 289.30 feet along Sollie Corbin Survey line; thence South  $86^{\circ} 58'$  West, 203.25 feet; thence North  $73^{\circ} 00'$  West, 500.00 feet; thence North  $33^{\circ} 36'$  West 26.84 feet to the POINT OF BEGINNING.

LESS the following described tract of land commence at U.S. Right of Way Station 844+577.7, said Station being 2874.10 feet North and 6606 feet West of the Northwest (NW) corner of Section 36, Township 43 South, Range 36 East; thence South  $36^{\circ} 17' 30"$  West, 470.0 feet along said right of way to U.S. Right of Way Station 839+67.7; thence North  $33^{\circ} 42' 30"$  West, 733 feet to the POINT OF BEGINNING;

Thence continue North  $53^{\circ} 42' 30"$  West, 300 feet; thence South  $36^{\circ} 17' 30"$  West, 250 feet; thence South  $53^{\circ} 42' 30"$  East, 384.70 feet; thence North  $17^{\circ} 34' 00"$  East, 263.95 feet to the POINT OF BEGINNING.

Subject to the right of way for State Road No. 717, also known as Torrey Island Road.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES  
PURCHASE SCHEDULE FORM



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

\_\_\_\_\_  
Date

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

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

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

Key Legend

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

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

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

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

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

PBC USE ONLY

County Funding Participation	\$	_____
Total Project Costs To Date:	\$	_____
County Obligation To Date	\$	_____
County Retainage ( _____ %)	\$	_____
County Funds Previously Disbursed	\$	_____
County Funds Due this Billing	\$	_____

Reviewed and Approved By:

\_\_\_\_\_  
PBC Project Administrator Date

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



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

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

EXHIBIT C

Grantee: \_\_\_\_\_ Date: \_\_\_\_\_  
 Submittal #: \_\_\_\_\_ Project Name: \_\_\_\_\_  
 Reimbursement Period: \_\_\_\_\_

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

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

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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2013

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

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

<b>PRODUCER</b> World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		<b>CONTACT NAME:</b> Patti Dirmyer <b>PHONE (A/C, No. Ext):</b> (407) 445-2414 <b>FAX (A/C, No):</b> (407) 445-2868 <b>E-MAIL ADDRESS:</b> patti_dirmyer@wrmlc.com <b>PRODUCER CUSTOMER ID #:</b> 00000005															
<b>INSURED</b> City of Belle Glade 110 Dr. Martin Luther King Jr. Blvd, West Belle Glade FL 33430		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Public Risk Management of FL</td> <td>25011</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Public Risk Management of FL	25011	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Public Risk Management of FL	25011																
INSURER B:																	
INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: CL1071600295 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012 (PRM 10-1-2012 version)	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE			PRM 09-012 (PRM 10-1-2012 version)	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL \$1000 DED. \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRM 09-012 (PRM 10-1-2012 version)	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
With respects to the listed coverages held by the named insured, as evidence of insurance per written agreement of the Belle Glade Marina Project - Phase II Improvements. Total cost \$546,514.

<b>CERTIFICATE HOLDER</b> ckopelak@pbcgov.org Palm Beach County Department of Parks and Recreation Carrie-Ann Kopelakis 2700 6th Ave So. Lake Worth, FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Andrew Cooper/PATTI
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**PALM BEACH COUNTY FLORIDA BOATING IMPROVEMENT PROGRAM PROJECT  
AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BELLE GLADE FOR  
FUNDING OF BELLE GLADE MARINA IMPROVEMENTS - PHASE II**

**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", and the City of Belle Glade, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, in accordance with Section 328.72, Florida Statutes, the tax collector shall distribute vessel registration fees to the Board of County Commissioners; and

**WHEREAS**, in accordance with Section 328.72(15), Florida Statutes, said vessel registration fees are used for the sole purpose of providing recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Florida Statute 327.53; and

**WHEREAS**, the Board of County Commissioners has adopted Resolution No. R-99-77, as amended by Resolution No. R-2007-1840, establishing the Palm Beach County Florida Boating Improvement Program ("FBIP"); and

**WHEREAS**, said FBIP specifically provides for the COUNTY's allocation of vessel registration fees to municipalities for the purpose of funding eligible boating related projects; and

**WHEREAS**, the MUNICIPALITY has requested FBIP funds in an amount not to exceed \$29,000 for use toward design, engineering and permitting of the Belle Glade Marina Improvements – Phase II project which is an eligible project in accordance with Resolution No. R-99-77, as amended; and

**WHEREAS**, funding in an amount not-to-exceed \$29,000 is available from FBIP funds; and

**WHEREAS**, the parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements expressed herein, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.
2. This Agreement shall be performed in accordance with Section 328.72(15), Florida Statutes, and Palm Beach County Resolution No. R-99-77 as amended, which are hereby incorporated by reference as if fully set forth herein.
3. The term of this Agreement shall be for a period of thirty (30) years commencing upon the date of full execution by the parties hereto.

4.
  - a. The COUNTY hereby agrees to pay the MUNICIPALITY an amount not to exceed \$29,000 on a reimbursement basis for costs associated with the MUNICIPALITY's eligible boating related project which includes design, engineering and permitting of the Belle Glade Marina Improvements – Phase II project, hereinafter referred to as "Project", as more fully described in Exhibit "A", which is attached hereto and incorporated herein.
  - b. The COUNTY and the MUNICIPALITY hereby agree that expenditure of funds by MUNICIPALITY for said Project subsequent to March 1, 2013 shall be eligible for reimbursement from COUNTY.
5. The COUNTY shall use its best efforts to provide said funds to the MUNICIPALITY within forty-five (45) days of receipt of the following information:
  - a. A Project Completion Certification form as provided by the COUNTY;
  - b. 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 "B". 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.
  - c. A Notice of Limitation of Use as provided by the COUNTY that has been filed with the deed to the property in the public records of Palm Beach County.
6. The MUNICIPALITY is fully aware and understands that the COUNTY's performance and obligation to pay under this Agreement is contingent upon funding by the Tax Collector to the Board of County Commissioners through its annual appropriation of vessel registration fees.
7. The MUNICIPALITY shall complete the Project and provide accounting data to COUNTY for same on or before eighteen (18) months from the date of execution of this Agreement by the parties hereto. Upon written notification to the COUNTY, at least ninety (90) days prior to the expected completion date, the MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. The COUNTY shall not unreasonably deny the MUNICIPALITY's request for said extension.
8. 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.

9. MUNICIPALITY warrants that the Project shall serve a waterfront access 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 and expression with respect to use of the Project.
10. The MUNICIPALITY hereby agrees that it shall be responsible for all costs of operation and maintenance of the Project for the term of this project Agreement.
11. The COUNTY shall have the right to terminate this Agreement due to MUNICIPALITY's non-compliance with the terms and conditions hereof or with non-compliance with Resolution No. R-99-77, as amended. Upon said termination, the MUNICIPALITY shall refund the COUNTY all FBIP funds tendered for the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended. A determination of non-compliance by the COUNTY may result in the MUNICIPALITY being ineligible for further FBIP funding until a time certain and/or under certain conditions as designated by the COUNTY. The MUNICIPALITY may request termination of this Agreement and the COUNTY, at its sole discretion, may elect to accept said termination. In such instance, the MUNICIPALITY shall refund the COUNTY all FBIP funds used on the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended.
12. 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. 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 the 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 Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also apply for the period prior to this Agreement for which MUNICIPALITY is eligible to receive reimbursement from COUNTY.

13. 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.

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:

- a. 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.
- b. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. COUNTY shall be added an "Additional Insured".
- c. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
- d. If the construction works being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Section 255.05, Florida Statutes.

14. This Agreement represents the entire agreement of the parties and there are no promises or understandings other than those stated herein. 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.
15. The parties 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.
16. This Agreement shall be governed by the laws of the State of Florida, and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. In the event any action, suit, or proceeding is commenced with respect to interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorneys fees incurred by such party in connection herewith.
17. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY:

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

With a copy to:  
County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

As to the MUNICIPALITY:

City Manager  
City of Belle Glade  
110 Dr. Martin Luther King Jr. Boulevard West  
Belle Glade, FL 33430

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

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

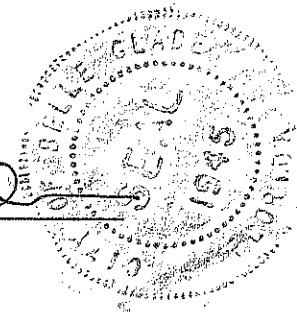
By: \_\_\_\_\_  
Steven L. Abrams, Mayor

ATTEST:

CITY OF BELLE GLADE

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Steve B. Wilson, Mayor



APPROVED AS TO TERMS AND  
CONDITIONS:

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Eric Call, Director  
Parks and Recreation Department

By: \_\_\_\_\_  
Municipality Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
County Attorney

**PALM BEACH COUNTY  
FLORIDA BOATING IMPROVEMENT PROGRAM  
PROJECT APPLICATION**

**Applicant Information**

Project Sponsor: City of Belle Glade  
Project Name: Belle Glade Marina Improvements - Phase II  
Liaison Agent: Lillian Tomeu  
Title: Grants & Special Projects Manager  
Address: City of Belle Glade  
110 Dr. Martin Luther King Jr. Boulevard West  
Belle Glade, FL 33430  
Telephone: (561) 992-1607

I hereby certify that the information provided in this application is true and accurate.

Signature:   
Lomax Harrelle, City Manager

Date: 6-5-13

**Project Information**

Grant Amount Requested: \$29,000

Project Type (check one)

Acquisition  Development  Retroactive

Site Control (check one)

Acquiring  Leased  Own

If Leased, Date of Expiration:

Brief Project Description:

Reimbursement for 50% of design, engineering and permitting costs (estimated at \$58,000) for the restoration of boardwalk, navigational access and boat dockage to the northern marina basin.







**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 "B"**

Grantee: \_\_\_\_\_  
 Submittal #: \_\_\_\_\_

Date: \_\_\_\_\_  
 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/29/2013

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

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

<b>PRODUCER</b> World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		<b>CONTACT NAME:</b> Patti Dirmyer <b>PHONE (A/C, No, Ext):</b> (407) 445-2414 <b>FAX (A/C, No):</b> (407) 445-2868 <b>E-MAIL ADDRESS:</b> patti_dirmyer@wrmlc.com <b>PRODUCER CUSTOMER ID #:</b> 00000005	
<b>INSURED</b> City of Belle Glade 110 Dr. Martin Luther King Jr. Blvd, West Belle Glade FL 33430		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Public Risk Management of FL <b>NAIC #</b> 25011 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** CERTIFICATE NUMBER: CL1071600295 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012 (PRM 10-1-2012 version)	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE			PRM 09-012 (PRM 10-1-2012 version)	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL \$1000 DED. \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRM 09-012 (PRM 10-1-2012 version)	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
With respects to the listed coverages held by the named insured, as evidence of insurance per written agreement of the Belle Glade Marina Project - Phase II Improvements. Total cost \$546,514.

<b>CERTIFICATE HOLDER</b> ckopelak@pbcgov.org Palm Beach County Department of Parks and Recreation Carrie-Ann Kopelakis 2700 6th Ave So. Lake Worth, FL 33461	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Andrew Cooper/PATTI
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