

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 13, 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 Town of Mangonia Park for the period of August 13, 2013, through February 12, 2015, in an amount not-to-exceed \$50,000 for funding of constructing improvements to the Town's Community Center and Senior Center; and B) Budget Transfer of \$50,000 within the \$25M GO Recreational and Cultural Facilities Bond Fund – 2005 from the Center for Creative Education Construction Project to the Mangonia Park Community & Senior Centers.

**Summary:** On June 19, 2012, the Board approved a reallocation of \$50,000 from the Center of Creative Education construction project to construct improvements at the Town of Mangonia Park's Community Center and Senior Center. This Agreement provides funding to renovate the interior of a town-owned duplex to create a Senior Center, as well as to construct improvements to the Town's Community Center. The agreement also includes specific project milestone completion deadlines.  
District 7 (PK)

**Background and Justification:** In 2010, the Town of Mangonia Park purchased a duplex on Giller Avenue for use as a Senior Center. The Senior Center will provide a variety of programs including: a feeding initiative; healthcare screenings; adult literacy; educational and leisure services; workforce training; and arts and crafts. In order to provide the desired programming opportunities, the duplex requires interior renovations and ADA modifications to the building and outside common areas. This project also includes improvements to the Town's Community Center, located at 5000 Australian Avenue.

The term of the Interlocal Agreement is the standard 30 year term for Bond Agreements. The Interlocal Agreement has been executed on behalf of the Town of Mangonia Park, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. Interlocal Agreement
2. Budget Transfer

Recommended by:   
Department Director

7/15/2013  
Date

Approved by:   
Assistant County Administrator

7/19/13  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>50,000</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>
<b>NET FISCAL IMPACT</b>	<b><u>50,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</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:**

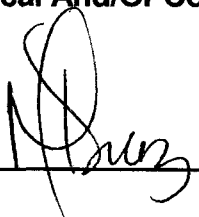
FUND: \$25M GO 05, Recreational & Cultural Facilities  
 UNIT: Center for Creative Education Construction Project


Contributions-Non-Govts Agencies                      3020-581-P728-8201                      \$50,000

**C. Departmental Fiscal Review:** 

**III. REVIEW COMMENTS**

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

 7/18/2013  
 OFMB                      AK 7/18/13                      [initials] 7/11

 7/19/13  
 Contract Development and Control  
 7-19-13 & Wheel

**B. Legal Sufficiency:**

 7/29/13  
 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.)

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE TOWN OF MANGONIA PARK FOR FUNDING OF  
THE COMMUNITY CENTER AND SENIOR CENTER PROJECT**

**THIS INTERLOCAL AGREEMENT** is made and entered into on \_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the TOWN OF MANGONIA PARK, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY owns property located 5000 Australian Avenue and 1214 Giller Avenue in the Town of Mangonia Park; and

**WHEREAS**, MUNICIPALITY desires to construct improvements at the Community Center and Senior Center, hereinafter referred to as "the Project" at said locations; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to financially participate in the construction of improvements 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 7 balance; and

**WHEREAS**, the Project represents one such recreation/cultural project; and

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

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

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

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

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

**ARTICLE 1: GENERAL**

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

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

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$50,000 for the construction of improvements 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 number (561) 966-6613. MUNICIPALITY's representative during the design and construction of the Project shall be Lee Leffingwill, Town Manager, Town of Mangonia Park, telephone number (561) 848-1235.

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 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 eighteen (18) months from the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY's failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement.

Section 2.02 MUNICIPALITY shall 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 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 nine (9) months from the date of execution of this Interlocal Agreement by the parties hereto. Prior to MUNICIPALITY commencing construction of the Project, MUNICIPALITY shall provide a copy of all plans and specifications (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 Interlocal Agreement.

Section 2.04 MUNICIPALITY shall totally complete the Project and open same to the public for its intended use within eighteen (18) months from the date of execution of this Interlocal Agreement 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 Interlocal Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. COUNTY's Representative 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 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.

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 any additional funds for any other capital improvement required by or of MUNICIPALITY.

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

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

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

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

#### **ARTICLE 5: USE OF THE PROJECT**

Section 5.01 MUNICIPALITY warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of

MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of current County Commissioners at the time of completion, unless otherwise directed by COUNTY's Representative 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:

Town Manager  
Town of Mangonia Park  
1755 East Tiffany Drive  
Mangonia Park, FL 33407

With a copy to:  
Keith W. Davis, Esq.  
Corbett and White, P.A.  
1111 Hypoluxo Road, Suite 207  
Lantana, FL 33462

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

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

1. Failure to provide a copy of the engineer's and/or architect's programming phase documents (i.e. site plan, floor plan, elevations, etc.) to COUNTY's Representative or Designee for review 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 nine (9) months from the date of execution of this Interlocal Agreement.
3. Failure to totally complete the Project and open same to the public for its intended use within eighteen (18) months from the date of execution of this Interlocal Agreement.
4. Failure in the performance of any of the material terms and conditions as set forth herein.

## **ARTICLE 9: REMEDIES**

In the event of any non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth in Article 8 and if MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Interlocal Agreement, either in whole or in part. These County remedies include, but are not limited to terminating the Interlocal Agreement and requiring MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

## **ARTICLE 10: FILING**

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

## **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that MUNICIPALITY is merely a recipient of COUNTY funding and is an independent contractor and is not an agent, servant or employee of COUNTY or its Board of County Commissioners. It is further acknowledged that COUNTY only contributes funding under this Interlocal Agreement and operates no control over the Project. 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 Interlocal Agreement. The foregoing indemnification shall survive termination of this Interlocal Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Interlocal Agreement, the foregoing indemnification shall apply not only during the term of this Interlocal Agreement but also apply for the period prior to the Interlocal Agreement for which MUNICIPALITY is eligible to receive reimbursement from COUNTY.

## **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, MUNICIPALITY acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on MUNICIPALITY's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

MUNICIPALITY shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Interlocal Agreement.

MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.
4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

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

As provided in Section 287.132-133, Florida Statutes, by entering into this 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 Interlocal Agreement as a third-party beneficiary or otherwise.

**REMAINDER OF PAGE LEFT BLANK**

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**

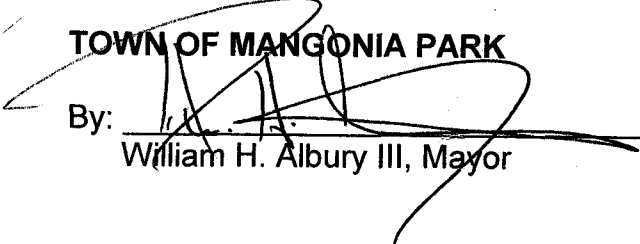
By: \_\_\_\_\_  
Deputy Clerk

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

**ATTEST:**

By:   
MUNICIPALITY Clerk

**TOWN OF MANGONIA PARK**

By:   
William H. Albury III, Mayor


**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By:   
MUNICIPALITY Attorney

By: \_\_\_\_\_  
COUNTY Attorney

**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

By:   
Eric Call, Director  
Parks and Recreation Department

## 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 A

PROJECT DESCRIPTION,  
COST ESTIMATE, AND CONCEPTUAL  
SITE PLAN

# EXHIBIT 'A'

The Town of Mangonia Park Project includes the interior renovation of a Town-owned duplex into a Community Senior Center, located at 1214 Giller Avenue. The Community Senior Center will provide our seniors with a variety of programs inclusive of a feeding initiative; healthcare screenings; adult literacy, educational and leisure services; workforce training; arts and crafts, dominos/cards room and a sewing/quilting room.

The Project also includes additional improvements to the Town's Community Center, located at 5000 Australian Avenue, as listed below.

**TOTAL PROJECT COST = \$50,000.00**

<u>SENIOR CENTER</u> 1214 Giller Avenue	<u>COMMUNITY CENTER</u> 5000 Australian Avenue
INTERIOR RENOVATION	SOUND SYSTEM
RETROFIT BATHROOMS TO ADA	FLAT SCREEN TV
SOUND SYSTEM	FENCE AROUND DUMPSTER
APPLIANCES (REFRIGERATOR, STOVE, DISHWASHER)	ROLLING DOOR BETWEEN KITCHEN & PUBLIC ROOM
CEILING FANS	3 GARAGE DOORS (MURAL ON OUTSIDE/INSULATION ON INSIDE)
FLAT SCREEN TV	PAINT A/C DUCT
CABINETS - SINKS	ADD 2 PARKING SPACES
INTERIOR PAINT	
ADA SIDEWALK INSTALLATION	
CANOPY FOR COMMON AREA	
REPAIR/RESURFACE PARKING LOT	
A/C UNITS (2)	
ROOF REPAIR	

MANGONIA BOND.DWG

T. GRANOWITZ / N. OUELLETTE 6/24/2013



**PALM BEACH COUNTY  
PARKS & RECREATION  
DEPARTMENT**

**MANGONIA PARK  
PROJECT DESCRIPTION  
& COST ESTIMATE**

**SHEET**

**1 OF 5**



NORTH



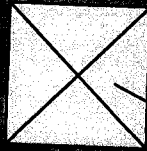
EXHIBIT A

GILLER AVENUE

REPAIR &  
RESURFACE  
PARKING LOT

NEW ADA SIDEWALK  
TO FRONT DOOR

SENIOR  
CENTER



NEW CANOPY OVER  
COMMON AREA

BOND BY

DATE: 6/24/2015



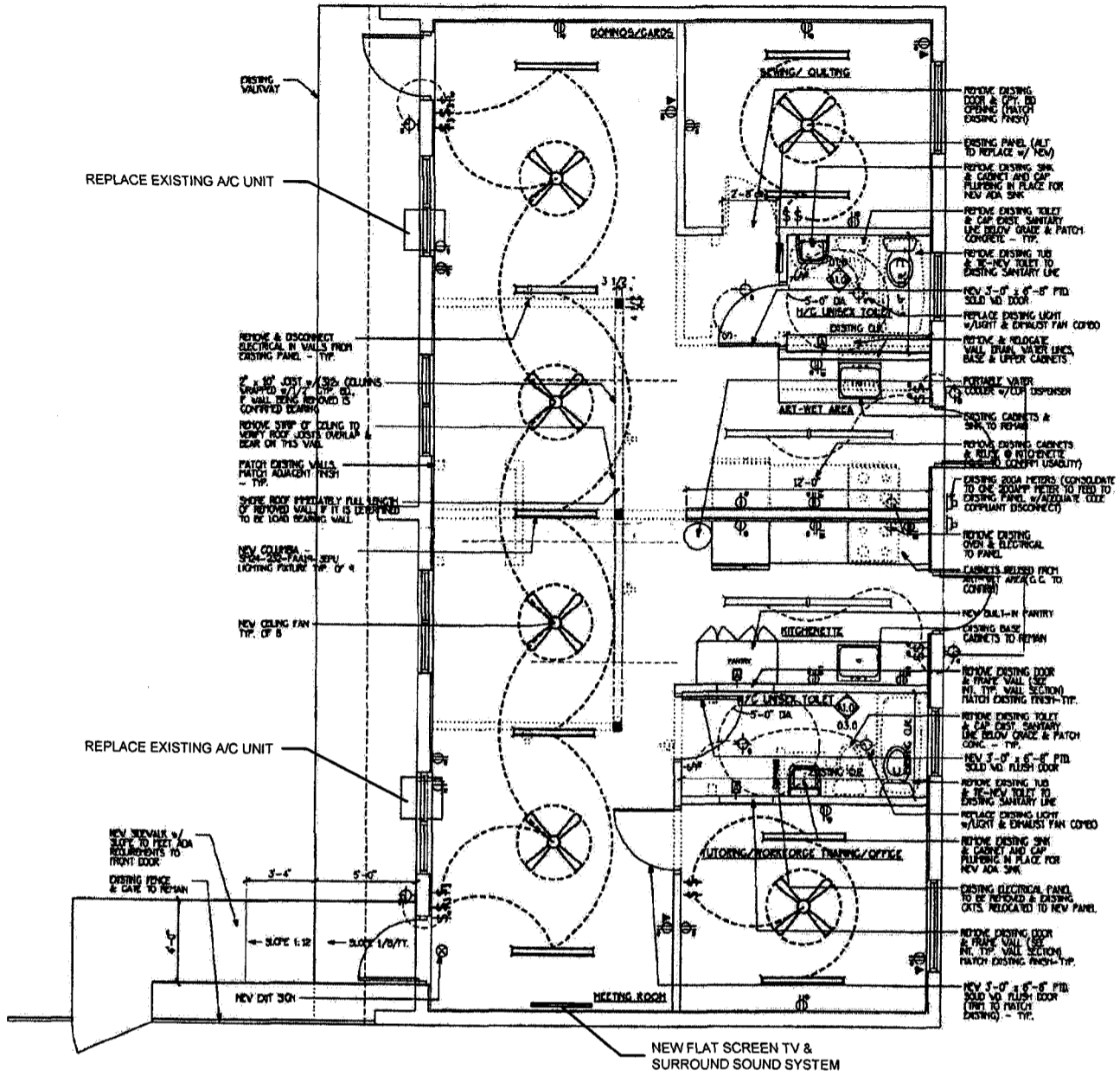
PALM BEACH COUNTY  
PARKS & RECREATION  
DEPARTMENT

MANGONIA PARK  
SENIOR CENTER  
1214 GILLER AVE

SHEET

2 OF 5

# EXHIBIT 'A'



MANGONIA BOND.DWG

T. GRANOWITZ / N. OUELLETTE 6/24/2013



**PALM BEACH COUNTY  
PARKS & RECREATION  
DEPARTMENT**

**MANGONIA PARK  
SENIOR CENTER  
1214 GILLER AVE**

**SHEET  
3 OF 5**

NORTH



0 20 40  
FEET

EXHIBIT A

AUSTRALIAN AVENUE

NEW PARKING SPACES (2)

DUMPSTER ACCESS

DUMPSTER FENCE ENCLOSURE

COMMUNITY CENTER

MANGONIA BOND.DWG

5/24/2013



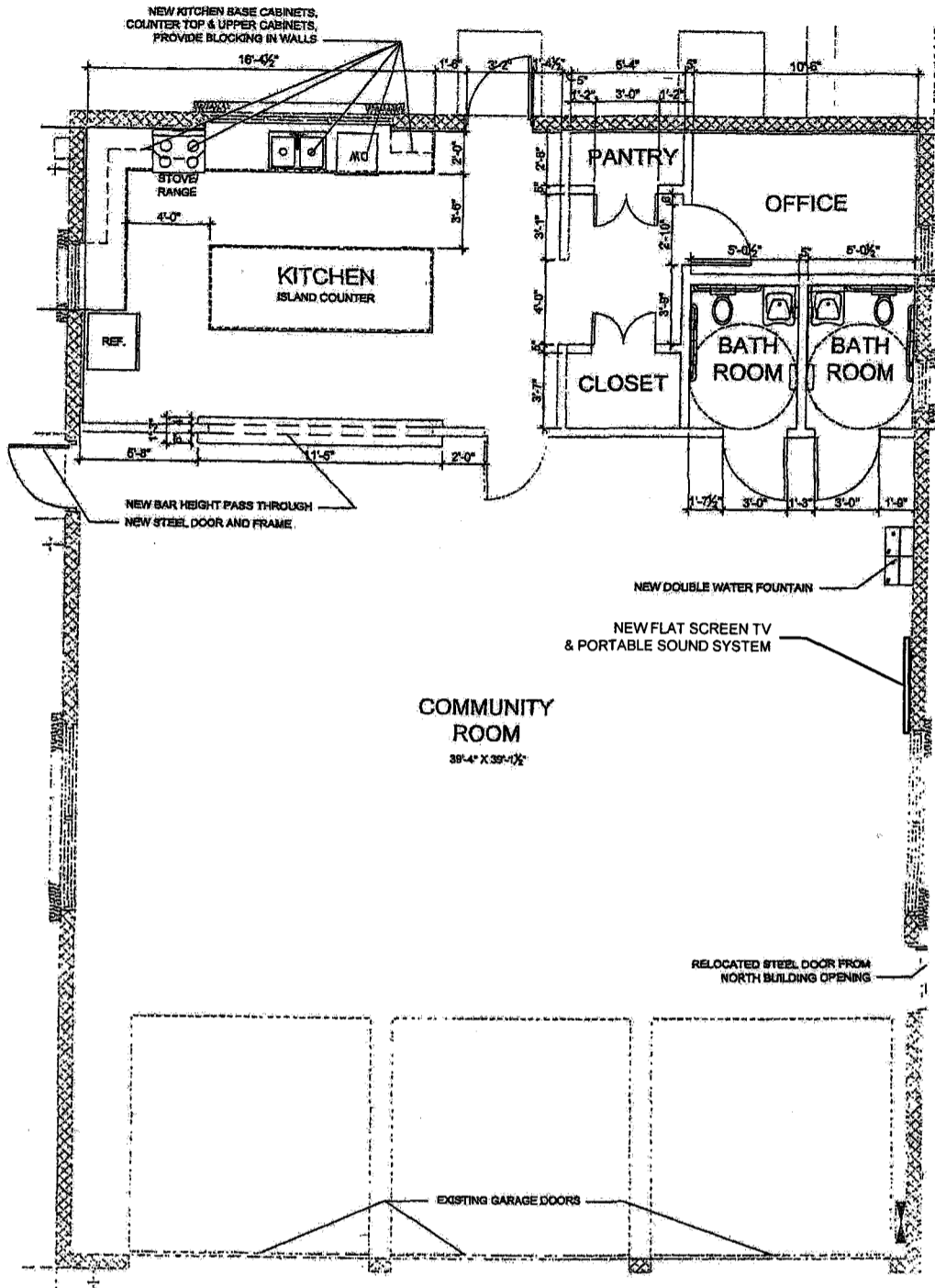
PALM BEACH COUNTY  
PARKS & RECREATION  
DEPARTMENT

MANGONIA PARK  
COMMUNITY CENTER  
5000 AUSTRALIAN AVE

SHEET

4 OF 5

# EXHIBIT 'A'



MANGONIA BOND.DWG

T:GRANOWITZ / N. OUELLETTE 6/24/2013



PALM BEACH COUNTY  
PARKS & RECREATION  
DEPARTMENT

MANGONIA PARK  
COMMUNITY CENTER  
5000 AUSTRALIAN AVE

SHEET  
5 OF 5

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

5000 Australian Avenue, Mangonia Park, FL 33407

The East 200 feet of the West 240 feet of the South 200 feet of Government Lot 4, said lands situate lying and being in Section 5, Township 43 South, Range 43 East, Palm Beach County, Florida.

1214 Giller Avenue, Mangonia Park, FL 33407

Lot 2, Block 7, Amended Plat of Mangonia Hills, as recorded in Plat Book 27, Page 110, of the Public Records of Palm Beach County, Florida.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM  
AND  
CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM







**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 6/25/2013	REMAINING BALANCE
<b>Center for Creative Education Construction Project</b>								
3020-581-P728-8201	Contributions-Non-Govts Agnces	800,000	600,000		50,000	550,000	550,000	0
<b>Mangonia Park Community &amp; Senior Centers</b>								
3020-581-P771-8101	Contributions Othr Govtl Agency	0	0	50,000		50,000	0	50,000
<b>TOTAL</b>				<u>50,000</u>	<u>50,000</u>			

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

*Erica*      7/15/2013  
\_\_\_\_\_  
\_\_\_\_\_

By Board of County Commissioners  
At Meeting of  
August 13, 2013  
Deputy Clerk to the Court