

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 1, 2014

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 Pahokee for the period of April 1, 2014, through September 30, 2015, in an amount not-to-exceed \$75,000 for funding of improvements to the City's Commissioners Park; and **B)** Budget Transfer of \$75,000 within the 2005 \$25 Million General Obligation Recreational and Cultural Facilities Bond Fund from South Bay RV and Recreation Center to Pahokee Commissioners Park Improvements.

Summary: This Agreement provides up to \$75,000 of funding for Pahokee's Commissioners Park Improvements project. Project elements include the purchase and installation of playground equipment. The agreement also allows for the reimbursement of eligible expenses incurred subsequent to February 1, 2014, and includes specific project milestone completion deadlines. The project scope for the South Bay RV and Recreation Center project has been reduced, thus leaving funding available for this budget transfer. A funding request was received from the City of Pahokee for park improvements, and is supported by the District Commissioner. Funding for this amendment is from the 2002 \$50 Million General Obligation Recreational and Cultural Facilities Bond referendum. District 6 (PK)

Background and Justification: Commissioners Park is located along Bacom Point Road in the City of Pahokee. The City has requested funding for this playground project, and project elements consist of the purchase and installation of two playground structures, three shelters, engineered wood fiber surfacing, benches, grills, trash receptacles and other associated expenses. The estimated total project cost is \$97,761. The City has obtained grant funding to assist with playground equipment purchase; however, the City will be required to provide the additional funding to complete this project.

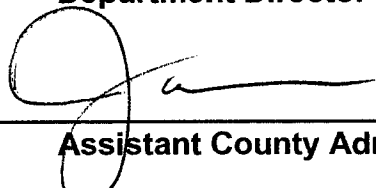
The term of the Agreement is the standard 30 year term for Bond Agreements. The Interlocal Agreement has been executed on behalf of the City of Pahokee, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Agreement
2. Budget Transfer
3. Letter from City of Pahokee

Recommended by: 
Department Director

3/12/2014
Date

Approved by: 
Assistant County Administrator

3/19/14
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

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 3020: \$25M GO 05, Recreational & Cultural Facilities Bond
 Park Improvements 3020-581-P663-6520 \$75,000

* There is no fiscal impact since this is a reallocation between two projects.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

OFMB  3/17/14
 3/14 @ SB 3/17
 Contract Development and Control  3/18/14
 3/18-14 B. Keck

B. Legal Sufficiency:

 3/19/14
 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 CITY OF PAHOKEE FOR FUNDING OF THE
COMMISSIONERS PARK IMPROVEMENTS PROJECT**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF PAHOKEE, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY".

W I T N E S S E T H:

WHEREAS, MUNICIPALITY owns property located 601 Bacom Point Road in the City of Pahokee; and

WHEREAS, MUNICIPALITY desires to construct improvements at Commissioners Park, hereinafter referred to as "the Project" at said location; 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 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 \$75,000 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 MUNICIPALITY agrees to provide funding in an amount of \$22,761 or greater to complete design and construction of the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$22,761.

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 Derek Moore, City Manager, City of Pahokee, telephone number (561) 924-5534.

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 County agrees to reimburse MUNICIPALITY an amount not to exceed \$75,000 for those approved pre-agreement costs accruing to the Project subsequent to February 1, 2014 as more fully described in Exhibit "D", Pre-Agreement Cost List.

Section 3.06 All design and engineering costs associated with the project shall be borne by MUNICIPALITY, and will not be eligible for reimbursement from COUNTY.

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

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, gender identity or expression, or genetic information 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:

City Manager
City of Pahokee
207 Bacom Point Road
Pahokee, FL 33476

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.

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: _____
Priscilla A. Taylor, Mayor

ATTEST:

CITY OF PAHOKEE

By: 
MUNICIPALITY Clerk

By: 
Colin O. Walkes, 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 D | Pre-Agreement Cost List |

EXHIBIT A

PROJECT DESCRIPTION

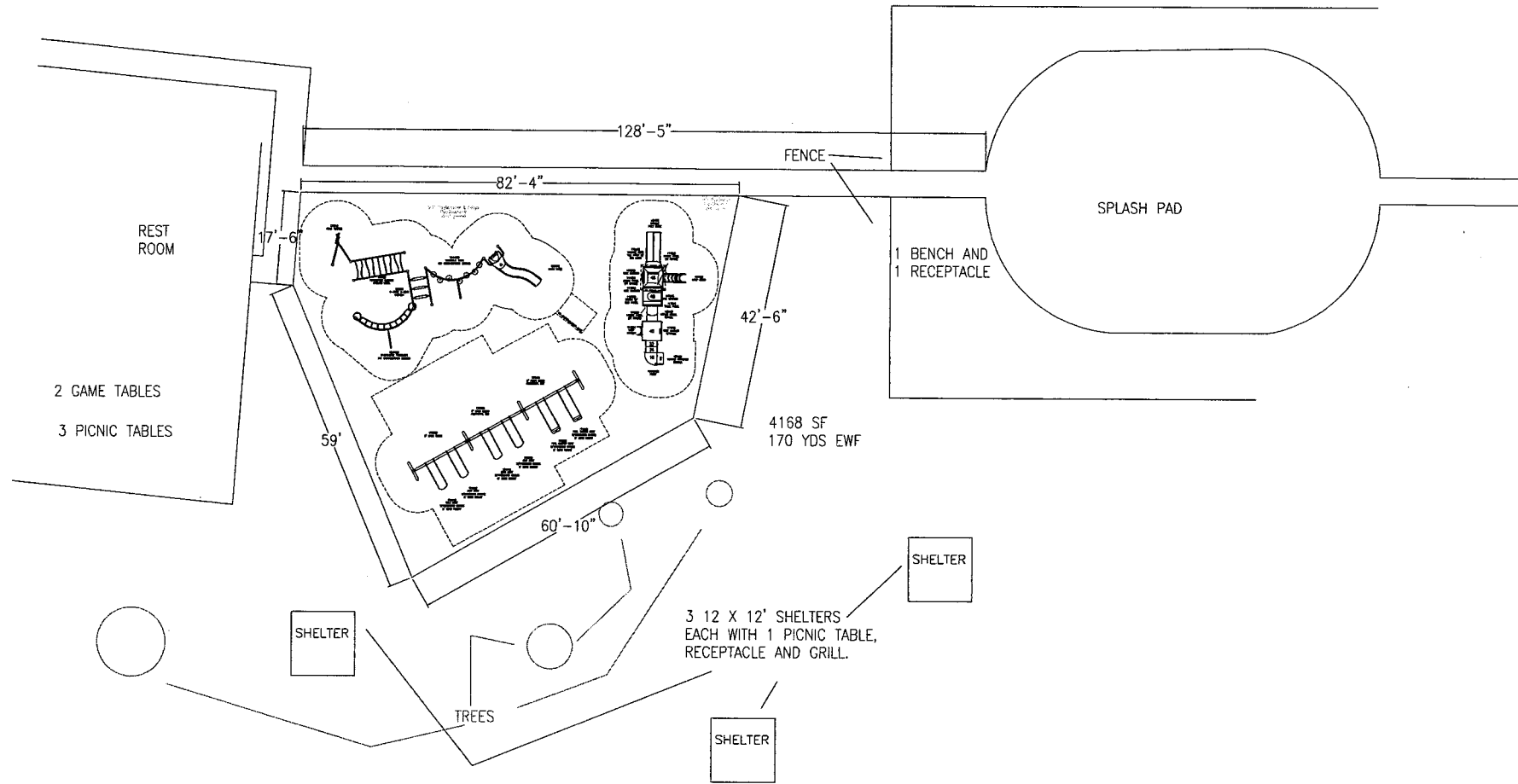
The City of Pahokee plans to make the following improvements to Commissioners Park, located at 601 Bacom Point Road, Pahokee, Florida 33476:

Purchase and installation of playground equipment including:

- 1 *Playbooster 5-12*
- 1 *Playshaper 2-5*
- 3 shelters
- 8 tables
- Engineered wood fiber surfacing
- 1 bench
- 3 grills
- 4 receptacles
- Other associated expenses

COST ESTIMATE

Total project cost estimate in lump sum is \$97,761.



Mr
landscape
structures



The play components identified on this plan are IPEMA certified. (Unless model number is preceded with *) The use and layout of these components conform to the requirements of ASTM F1487. To verify product certification, visit www.ipema.org

THIS PLAY AREA & EQUIPMENT IS DESIGNED FOR AGES 5-12 YEARS UNLESS OTHERWISE NOTED ON PLAN.

IT IS THE MANUFACTURERS OPINION THAT THIS PLAY AREA DOES CONFORM TO THE A.D.A. ACCESSIBILITY STANDARDS, ASSUMING AN ACCESSIBLE PROTECTIVE SURFACING IS PROVIDED, AS INDICATED, OR WITHIN THE ENTIRE USE ZONE.

THIS CONCEPTUAL PLAN WAS BASED ON INFORMATION AVAILABLE TO US. PRIOR TO CONSTRUCTION, DETAILED SITE INFORMATION INCLUDING SITE DIMENSIONS, TOPOGRAPHY EXISTING UTILITIES, SOIL CONDITIONS, AND DRAINAGE SOLUTIONS SHOULD BE OBTAINED, EVALUATED, & UTILIZED IN THE FINAL DESIGN. PLEASE VERIFY ALL DIMENSIONS OF PLAY AREA, SIZE, ORIENTATION, AND LOCATION OF ALL EXISTING UTILITIES, EQUIPMENT, AND SITE FURNISHINGS PRIOR TO ORDERING. SLIDES SHOULD NOT FACE THE HOT AFTERNOON SUN.

CHOOSE A PROTECTIVE SURFACING MATERIAL THAT HAS A CRITICAL HEIGHT VALUE TO MEET THE MAXIMUM FALL HEIGHT FOR THE EQUIPMENT (REF. ASTM F1487 STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE, SECTION 8 CURRENT REVISION).

ACCESSIBLE/PROTECTIVE
LOOSE FILL MATERIAL
(ENGINEERED WOOD FIBER SUGGESTED)

DESIGNED BY:

COPYRIGHT:
LANDSCAPE STRUCTURES, INC.
601 7th STREET SOUTH - P.O. BOX 198
DELANO, MINNESOTA 55328
Ph: 1-800-328-0035 FAX: 1-763-972-6691

Date	Previous Drawing #	Initials



CITY OF PAHOKEE PARK
PLAYGROUND

Rep Services,
Inc.
KEVIN FURMAN

SYSTEM TYPE:
MULTIPLE
DRAWING #:
PAHOKEE SITE 1



EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

RIDGEWAY BEACH LT 48 (LESS ELY 13.03 FT), LTS 49, 50, A-49, A-50, UNMBRD
LT LYG E OF & ADJ TO LT A-46 & TR OF SOVEREIGNTY LAND LYG N OF & ADJ
TO IN TRS DEED 21675

PCN: 48-37-42-18-18-000-0481

LOCATION ADDRESS: 601 BACOM POINT RD, PAHOKEE

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM
AND
CONTRACTUAL SERVICES PURCHASE SCHEDULE FORM



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT C

CONTRACT PAYMENT REQUEST

_____ Date

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

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

Key Legend

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

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

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

Administrator Date

Financial Officer Date

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



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

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

EXHIBIT C

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

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

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

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

 Administrator Date

 Financial Officer Date

EXHIBIT D

PRE-AGREEMENT COST LIST

All expenses must be incurred subsequent to February 1, 2014.

Purchase and installation of playground equipment including:

- 1 *Playbooster 5-12*
- 1 *Playshaper 2-5*
- 3 shelters
- 8 tables
- Engineered wood fiber surfacing
- 1 bench
- 3 grills
- 4 receptacles
- Other associated expenses



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/4/2014

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).

PRODUCER World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835		CONTACT NAME: Patti Dirmyer PHONE (A/C, No, Ext): (407) 445-2414 FAX (A/C, No): (407) 445-2868 E-MAIL ADDRESS: patti_dirmyer@wrmlc.com PRODUCER CUSTOMER ID #: 00000039	
INSURED City of Pahokee 207 Bacom Point Road Pahokee FL 33746-1861		INSURER(S) AFFORDING COVERAGE INSURER A: Public Risk Management/Wesco NAIC # 25011 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1072300331 **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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012 (PRM 10/1/2013 version)	10/1/2013	10/1/2014	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	AUTOMOBILE LIABILITY <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 10/1/2013 version)	10/1/2013	10/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
							COMP/COLL \$1000 DED.	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 10/1/2013 version)	10/1/2013	10/1/2014	<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 regarding City of Pahokee Commissioner's Park equipment.

CERTIFICATE HOLDER ckopelak@pbcgov.org Palm Beach County BOCC Department of Parks and Recreation Carrie Ann Kopelakus 2700 6th Ave South Lake Worth, FL 33461	CANCELLATION 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
--	---

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

BGEX 581 022614*1057


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

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 2/26/2014	REMAINING BALANCE
<u>South Bay RV and Recreation Center</u>								
3020-581-P663-6520	Park Improvements	413,892	178,892		75,000	103,892	0	103,892
<u>Pahokee Commissioners Park Improvements</u>								
3020-581-P790-8101	Contributions Othr Govtl Agency	0	0	75,000		75,000	0	75,000
TOTAL				75,000	75,000			

**Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION**

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	3/4/2014
_____	_____
_____	_____

**By Board of County Commissioners
At Meeting of
April 1, 2014
Deputy Clerk to the Court**



City of Pahokee

CITY HALL • 207 BACOM POINT RD. • PAHOKEE, FLORIDA 33476 • PHONE (561) 924-5534x27 • FAX (561) 924-8140

Office of City Manager

Colin O. Walkes
Mayor

November 21, 2013

Felisia C. Hill
Vice Mayor

Jess R. Santamaria, County Commissioner
Palm Beach County Board of County Commissioners
301 North Olive Ave, Suite 1201

Allie H. Biggs
Commissioner

West Palm Beach, FL 33401

Keith W. Babb Jr
Commissioner

RE: **Commissioners Park Bond Funding**

Diane E. Walker
Commissioner

Dear Commissioner Santamaria:

Derrek Moore
City Manager

In our effort to provide facilities and opportunities for our children and families to remain active in the City of Pahokee, staff applied for and has been awarded a \$15,000 "Let's Play," KaBOOM grant. This grant is a continuation of our efforts to fund the necessary improvements for this park, and it will allow us to reintroduce our citizens to outdoor activities at Commissioner's Park (ex., tennis, splash pad, cook outs, movies in the park, etc...). Please also be advised that the city has partnered with the USTA & PBSO to work towards reconstructing the tennis courts in this park. However, like many grants, the city is required to provide a match for this grant award. Respectfully, the City of Pahokee is requesting your assistance and consideration of a \$75,000 contribution/grant from the Recreation and Cultural Bond funds, which were left over from the South Bay Crossroads project.

Anika Sinclair
City Clerk

Gary Brandenburg
City Attorney

Art Ivester
Director
Port Mayaca
Memorial Gardens
Cemetery

In addition to the activities mentioned above, we are proposing new playground equipment, improved landscaping, pavilions, barbeque grills, benches and other upgrades and improvements to the park. It is our hope that these improvements will provide an avenue to facilitate a much healthier community impacting all citizens physically, emotionally, socially and cognitively.

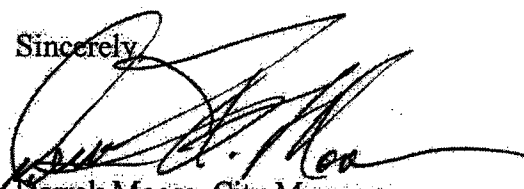
Alvin Johnson
Director
Public Services

Should you require additional information or have any questions, please feel free to contact me.

Erica Washington
Director
Community
Development

Sincerely,

Ivory Brown-Paschal
Director
Parks and Recreation


Derrek Moore, City Manager

Ebony Bruton
Director
Finance

cc: Mayor & Commissioners
Eric Call, PBC Director of Parks & Recreation
Erica Washington, Community Development/Grants Specialist