

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: October 21, 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 Village of Royal Palm Beach in an amount not-to-exceed \$68,895 for the period of October 21, 2014, through October 20, 2015, for funding of construction of a dog park to be located within Royal Palm Beach Commons Park; and **B)** Budget Transfer of \$68,895 within the 2005 \$25 Million General Obligation Recreational and Cultural Facilities Bond Fund from South Bay RV and Recreation Center to Royal Palm Beach Commons Park Dog Park.

Summary: This Interlocal Agreement provides funding to help offset costs for the construction of a dog park located within Royal Palm Beach Commons Park. The project scope for the South Bay RV and Recreation Center project has been reduced, thus leaving funding available for this budget transfer. This funding request is supported by the District Commissioner. Funding for this budget transfer is from the 2002 \$50 Million General Obligation Recreational and Cultural Facilities Bond referendum. District 6 (PK)

Background and Justification: On November 5, 2002, 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 of, and/or improvements to certain recreation and cultural facilities. Royal Palm Beach's Commons Dog Park project represents one such recreation/cultural project.

This project allocation is for \$68,895, and will assist in offsetting costs for construction of a dog park. Project elements include pavilions, fencing, concrete sidewalks, handicap parking, storm water system, landscaping, site lighting, potable water service and irrigation, as listed in Exhibit A. The term of the Interlocal Agreement is until October 20, 2024.

The Interlocal Agreement has been executed by the Village of Royal Palm Beach and now needs to be approved by the Board of County Commissioners.

Attachments:

1. Interlocal Agreement
2. Budget Transfer

Recommended by: _____


Department Director

10-3-2014

Approved by: _____


Assistant County Administrator

10/15/14

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
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 X
 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 \$68,895

* 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:

Susan Neary 10/9/14
 OFMB 10/8 ida SB 10/9

Dr. J. Jacobson 10/15/14
 Contract Development and Control
 10-14-14 B. Becker

B. Legal Sufficiency:

Paul F. [Signature] 10/15/14
 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 VILLAGE OF ROYAL PALM BEACH FOR FUNDING OF
THE ROYAL PALM BEACH COMMONS PARK DOG PARK PROJECT**

THIS AGREEMENT is made and entered into on _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the Village of Royal Palm Beach, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 11600 Poinciana Boulevard in the Village of Royal Palm Beach; and

WHEREAS, MUNICIPALITY desires to construct a dog park located within Royal Palm Beach Commons Park, hereinafter referred to as "the Project" at said location; and

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

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

WHEREAS, funding is available from the November 5, 2002, bond referendum approved by the voters of Palm Beach County for the purpose of financing acquisition, construction, and/or improvements to certain recreation and cultural facilities; and

WHEREAS, the COUNTY has approved a recreation and cultural facilities project list, as amended, and proposed funding from the \$50 Million Recreation and Cultural Facilities Bond for this Project is available from the District 6 balance; and

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

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

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

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

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

ARTICLE 1: GENERAL

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

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

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$68,895 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that COUNTY's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by COUNTY. MUNICIPALITY agrees to provide COUNTY with a certification, in a form acceptable to the COUNTY, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which COUNTY funding is requested under Article 3 of this Interlocal Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$182,939 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 \$182,939.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6613. MUNICIPALITY's representative during the design and construction of the Project shall be Raymond Liggins, Village Manager, Village of Royal Palm Beach, telephone number (561) 790-5103.

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 twelve (12) 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 DELETED.

Section 2.03 MUNICIPALITY shall award the bid for construction of the Project and commence Project construction no later than three (3) months from the date of execution of this Interlocal Agreement by the parties hereto. Prior to MUNICIPALITY commencing construction of the Project, MUNICIPALITY shall provide a copy of all plans and specifications (i.e., site plan, floor plans and elevations, etc.), along with the associated costs thereof, to COUNTY's Representative for review to ensure consistency with the intent of this Agreement.

Section 2.04 MUNICIPALITY shall totally complete the Project and open same to the public for its intended use within twelve (12) months from the date of execution of this Agreement by the parties hereto.

Section 2.05 MUNICIPALITY shall submit Quarterly Project Status Reports to COUNTY's Representative on or before every January 10, April 10, July 10, and October 10 during the design and construction of the Project as well as submit a separate Milestone Report Form at such times that milestones indicated above have been met during the design and construction of the Project. The Quarterly Project Status Reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by COUNTY's Representative. Milestone Report Forms shall note the completion and completion date (or explain non-completion) of each Milestone as delineated in Article 2 of this Agreement.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project. COUNTY shall not dispense any funds to MUNICIPALITY for the Project until MUNICIPALITY has appropriated and expended said excess funds for the Project.

Section 3.02 COUNTY shall reimburse project costs under the terms of this Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check or proof of payment for said payment. MUNICIPALITY shall attach a copy of each vendor

invoice paid by MUNICIPALITY along with a copy of each respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

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

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to COUNTY no later than ninety (90) days following completion of the Project and provision of a 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 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 ten (10) years from the execution of this 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 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 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 as provided for in 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 and expression, or genetic information with respect to use of the Project.

Section 5.02 The term of this Agreement shall be for a period of ten (10) 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:

Village Manager
Village of Royal Palm Beach
1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33411

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

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

1. Failure to provide a copy of the engineer's and/or architect's programming phase documents (i.e. site plan, floor plan, elevations, etc.) to COUNTY's Representative or Designee for review no later than one (1) month 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 three (3) 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 twelve (12) 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 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.

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

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

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

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

ARTICLE 13: PUBLIC ENTITY CRIMES

As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services

within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

ARTICLE 14: CAPTIONS

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

ARTICLE 15: SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16: ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between COUNTY 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 17: THIRD PARTY BENEFICIARIES

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

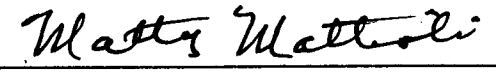
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

ATTEST:


VILLAGE OF ROYAL PALM BEACH:


By: 
Diane DiSanto, Village Clerk

By: 
Matty Mattioli, Mayor

APPROVED AS TO TERMS AND
CONDITIONS:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 
Eric Call, Director
Parks and Recreation Department

By: 
Jennifer Gardner Ashton, Village Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

LIST OF EXHIBITS

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

EXHIBIT A

PROJECT DESCRIPTION,
COST ESTIMATE, AND CONCEPTUAL
SITE PLAN

EXHIBIT A

Royal Palm Beach Commons Dog Park - Project Number: PR1305

Project Description:

Construct a dog park consisting of pavilions, fencing, concrete sidewalks and parking, storm water system, landscaping, site lighting, potable water service and irrigation at Royal Palm Beach Commons Park.

Cost Estimate:

Total Estimated Project Cost = \$251,834

EXHIBIT A

Conceptual Site Plan

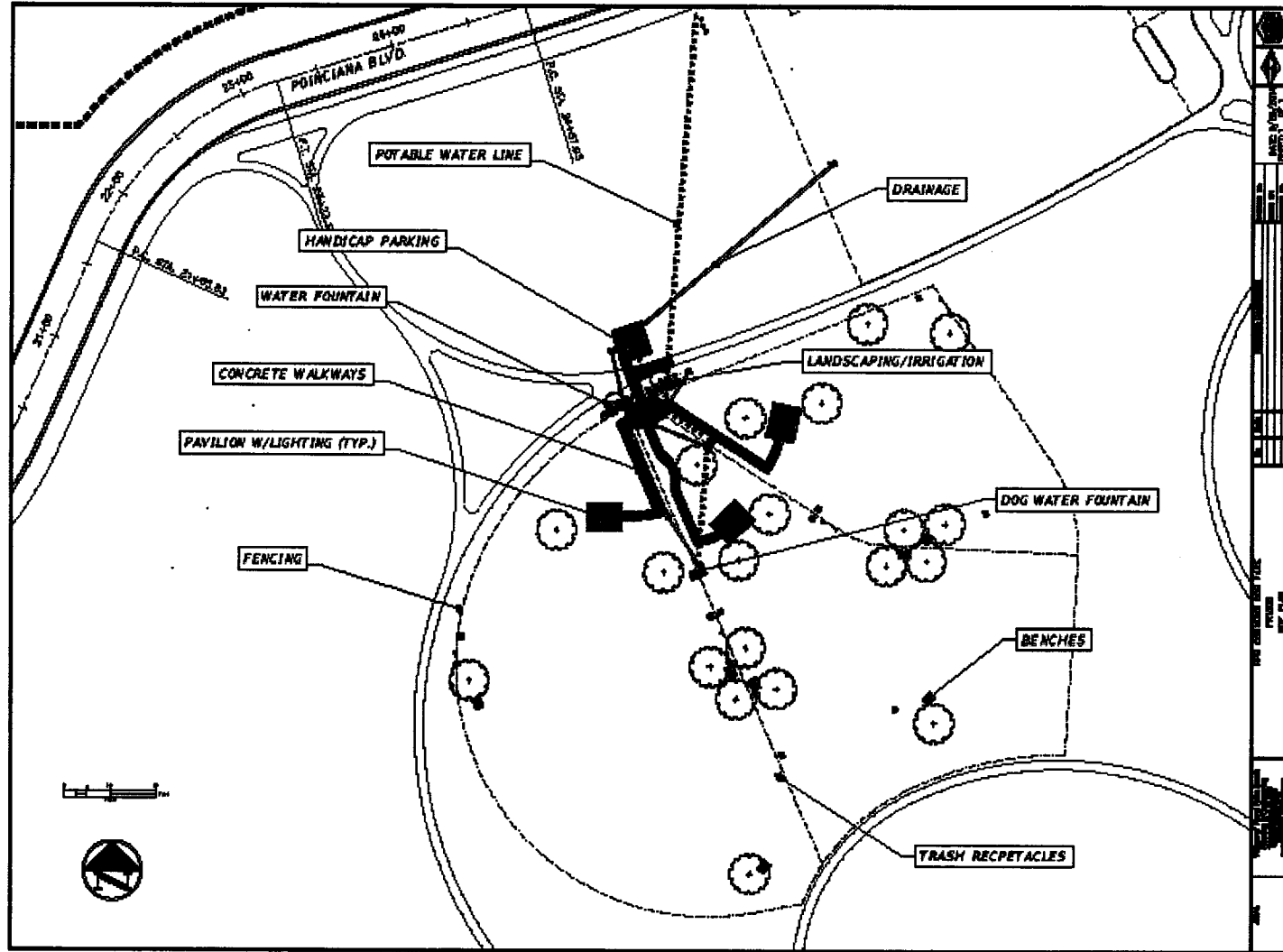


EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

Parcel Control Number: 72-41-43-26-00-000-1000

Approximately 2.65 acres of the southern portion of Lot 4 of the Plat of Royal Palm Beach Commons as recorded in PB 118 PP 93-99 in the Public Records of Palm Beach County, Florida

LEGAL DESCRIPTION FROM TITLE:

KNOW ALL MEN BY THESE PRESENTS THAT VILLAGE OF ROYAL PALM BEACH, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA OWNER OF THE LAND SHOWN AND DESCRIBED HEREON AS ROYAL PALM BEACH COMMONS, LYING IN SECTION 26, TOWNSHIP 43 SOUTH, RANGE, 41 EAST, VILLAGE OF ROYAL PALM BEACH, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STARTING AT THE SOUTH 1/4 CORNER OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE, 41 EAST, PALM BEACH COUNTY, FLORIDA, RUN SOUTH 89°08'37" WEST ON THE SOUTH LINE OF SAID SECTION 26 A DISTANCE OF 1221.35 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROYAL PALM BEACH BOULEVARD, THENCE RUN NORTH ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 431.15 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING RUN NORTH 89°08'37" EAST A DISTANCE OF 2494.80 FEET TO A POINT; THENCE RUN NORTH 50°41'15" EAST A DISTANCE OF 744.80 FEET TO A POINT; THENCE RUN NORTH 01°13'51" EAST A DISTANCE OF 1720.28 FEET TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 554.66 FEET, ITS TANGENT LYING ON A BEARING OF NORTH 87°44'10" WEST AND CENTRAL ANGLE OF 28°58'01"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 280.42 FEET TO THE P.T. OF SAID CURVE; THENCE RUN NORTH 58°46'09" WEST, A DISTANCE OF 441.86 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 60°00'00" THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 554.54 FEET TO THE P.T. OF SAID CURVE; THENCE RUN NORTH 01°13'51" EAST A DISTANCE OF 657.46 FEET TO A POINT; THENCE RUN NORTH 88°46'09" WEST A DISTANCE OF 729.32 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 90°19'25", THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 236.47 FEET TO THE P.T. OF SAID CURVES; THENCE RUN SOUTH 0°54'26" WEST, A DISTANCE OF 1795.52 FEET TO THE P.C. OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 424.11 FEET TO THE P.T. OF SAID CURVE; THENCE RUN NORTH 89°05'34" WEST, A DISTANCE OF 1030.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROYAL PALM BEACH BOULEVARD; THENCE RUN SOUTH 0°54'26" WEST ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 317.76 FEET TO A POINT; THENCE RUN SOUTH 89°05'34" EAST A DISTANCE OF 290.00 FEET TO A POINT; THENCE RUN SOUTH 0°54'26" WEST, A DISTANCE OF 285.00 FEET TO A POINT; THENCE RUN NORTH 89°05'34" WEST, A DISTANCE OF 290.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ROYAL PALM BEACH BOULEVARD; THENCE RUN SOUTH 0°54'26" WEST, ALONG SAID RIGHT-OF-WAY LINE 237.18 FEET TO A POINT; THENCE RUN SOUTH 00°00'00" WEST, ALONG THE RIGHT-OF-WAY LINE SOUTH 634.83 FEET TO THE POINT OF BEGINNING.

*THIS IS DEEMED SCRIVENER'S ERROR IN THE ORIGINAL LEGAL DESCRIPTION.

**THE GRID BEARINGS SHOWN HEREON FOLLOWING MAP OF SURVEY ARE ROTATED 01°07'29" CLOCKWISE FROM THE DEED DESCRIPTION BEARINGS.

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND CONTRACTUAL SERVICES PURCHASE
SCHEDULE FORM

EXHIBIT C



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

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.

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

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EXHIBIT C

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

BGEX 581 092614*1928

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

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 9/26/2014	REMAINING BALANCE
<u>South Bay RV and Recreation Center</u>								
3020-581-P663-5111	Office Furniture And Equipment	1	1		1	0	0	0
3020-581-P663-6504	lotb Non Infrastructure	1	1		1	0	0	0
3020-581-P663-6505	Design/Eng/Mgmt- Cip Admin	1	1		1	0	0	0
3020-581-P663-6520	Park Improvements	103,892	68,892		68,892	0	0	0
<u>Royal Palm Beach Commons Dog Park</u>								
3020-581-P807-8101	Contributions Othr Govtl Agency	0	0	68,895		68,895	0	68,895
TOTAL				68,895	68,895			

Signatures

Date

By Board of County Commissioners
At Meeting of
October 21, 2014
Deputy Clerk to the Court

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

 10/3/2014

Administration/Budget Department Approval

OFMB Department - Posted