Agenda Item #: 3XXXX

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

5A-2

AGENDA ITEM SUMMARY

Meeting Date: November 18, 2014	[]	Consent	[X]	Regular	
	[]	Workshop	[]	Public Hearing	

Department: County Administration Submitted By: County Administration

Submitted For: Office of Community Revitalization

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: A) An Agreement with KaBOOM! Inc. for an amount not to exceed \$8,500 for the purchase and installation of playground equipment at Lake Worth West Park; and B) The allocation of an advance payment in an amount not to exceed \$8,500 which is necessary for County business for the purchase of playground equipment to be installed at Lake Worth West Park: and C) Budget transfer of \$8,500 in the Capital Outlay fund from the Lake Worth West Portable Classroom Account to establish budget for this project.

Summary: The above project was reviewed and recommended for funding by the Office of Community Revitalization (OCR) on June 27, 2014. KaBOOM! is a national non-profit organization that focuses on designing and constructing playgrounds for use by children living in socio-economically challenged communities. Funding from the Lake Worth West Portable Classroom Account will be used to assist in the funding of the KaBOOM! park project. KaBOOM! will be providing an amount not to exceed \$76,500 towards the construction and purchase of the playground equipment, which is 90% of the total cost for the project. The County will fund \$8,500 towards the purchase of the playground equipment, which is 10% of the total project costs. KaBOOM! is requiring the County pay the \$8,500 as an advance payment, prior to the County receiving the playground equipment, due to KaBOOM!'s time restrictions. An advance payment is permitted pursuant to the Palm Beach County Administrative Code, Section 305.02, which allows the County to make an advance payment for expenses deemed necessary for County business. In addition to the \$8,500, the County will incur additional expenses for conducting 2 soil tests, removing playground equipment currently located at Lake Worth West Park, site preparation, obtaining all required permits and future maintenance of the playground. These additional expenses are currently budgeted in Parks and Recreation's budget. To the extent permitted by law, the County will indemnify KaBoom during the construction/build day and the County will be responsible for all costs associated with the playground site following build day. District 3 (AH)

Background and Justification: The Office of Community Revitalization (OCR) and the Lake Worth West Resident Planning Group (LWWRPG) applied for a KaBOOM! playground grant in order to provide newer and safer playground equipment in Lake Worth West Park, which is owned and operated by the County. KaBOOM! will provide 90% of the total cost for the project, which is an amount not to exceed \$76,500. The OCR is recommending an advance payment to KaBOOM! in an amount not to exceed \$8,500, which is 10% of the project cost to assist in the purchase of the playground equipment at Lake Worth West Park, located in the Lake Worth West CCRT area. The County's \$8,500 payment will be an advance payment to KaBOOM! prior to the County receiving the playground equipment. An advance payment is permitted pursuant to the Palm Beach County Administrative Code, Section 305.02, which allows the County to make an advance payment for expenses deemed necessary for County business. In addition to the \$8,500, the County will incur additional expenses for conducting 2 soil tests, removing playground equipment currently located at Lake Worth West Park, site preparation, obtaining all required permits, and future maintenance of the playground. These additional expenses are currently budgeted in Parks and Recreation's budget (Continued on Page 3)

Attachments:

- 1. Agreement with KaBOOM!
- 2. KaBOOM! Organization mission statement
- 3. Lake Worth West Park existing playground site
- 4. PBC Parks and Recreation Dept. Letter of Support for KaBOOM! Playground project

5. Budget Transfer	1
Recommended by:	to 10/24/2014
OCR Director	Date
Approved by:	18/17/14

Deputy County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Fiv	ve Year Summary o	of Fiscal Impa	ict:			
Fisca	l Years	20 <u>14</u>	20 <u>15</u>	20 <u>16</u>	20 <u>17</u>	20 <u>18</u>
Opera Exteri Progr	al Expenditures ating Costs nal Revenues am Income (Count nd Match (County)	8,500 (y)				
NET F	ISCAL IMPACT	<u>8,500</u>				
	DITIONAL FTE FIONS (Cumulative	·)				
Budge	n Included In Curre et Account No.: rting Category					
Lake \	Worth West Portable	Classroom pro Classroom pro	ject. Any rem roject. The P	aining or unus Parks and Red	ed project fun creation Depar	will be allocated from the ds will be returned to the tment's budget includes ,000.00.
C.	Departmental Fisc	cal Review: _				
		II	II. <u>REVIEW C</u>	OMMENTS		
A.	OFMB Fiscal and/	or Contract D	ev. and Cont	trol Commen	ts:	
	KN 130 OFMI	92 11/7/2019 B	H. Ba Conti	<u>ubava h</u> ract Dev. and	<u>9 heelen 11</u> I Control	<u>-1</u> 4-14
В.	Legal Sufficiency:	:				
	Assistant County	and 11/1 Attorney	7/14			
C.	Other Department	Review:				
	Department Direct	tor	-			

Continued from Page 1

Although KaBOOM! did not agree to include the standard Inspector General Language, non-discrimination language and access and audit language, under section 8 of the Agreement, KaBOOM! is required to comply with all applicable rules, laws, ordinances and regulations during the performance of the Agreement.

During the installation/construction-build day, professional oversight for the project will be provided by KaBOOM!'s certified Playground Inspector and Playground Equipment Manager, as well as the PBC Parks and Recreation Department. The playground equipment will be installed by a total of approximately 200 volunteers: 100 to be provided by OCR and its partners and 100 by KaBOOM!. No professional installation company will be hired for this project. Along with guidance from KaBOOM!, OCR will work with PBC Parks and Recreation Department to assist in preparing, designing, and constructing the playground. Staff is recommending the Board to approve the Agreement and fund an advance payment in the amount of \$8,500 to KaBoom! for the purchase of playground equipment at Lake Worth West Park.



COMMUNITY PARTNER PLAYGROUND CONTRACT

November 18, 2014

KaBOOM!, Inc., a nonprofit District of Columbia corporation ("KaBOOM!"), is pleased that Palm Beach County, Florida, a home rule charter county in the State of Florida acting by and through its Board of County Commissioners (the "Community Partner") has agreed to collaborate with KaBOOM! and Office Depot Foundation (the "Funding Partner") in the construction of a new playground (the "Project") at Lake Worth West Park, 4150 Vermont Avenue, Lake Worth West, Florida 33461 (the "Project Site"). This Community Partner Playground Contract, dated as of the date indicated above (this "Agreement"), which sets forth the parties' obligations in connection with the Project and certain matters on which the parties have agreed, will, when executed by the duly authorized representatives of each party, supersede any prior agreements and represent the complete legally binding agreement between the parties regarding the Project.

- 1. Obligations of the Community Partner. The Community Partner shall work with KaBOOM! and the Funding Partner as well as community residents to design, plan and build the Project. By executing this Agreement, the Community Partner is agreeing to each of the following obligations applicable to it, in each case meeting the requirements provided by KaBOOM!:
 - (a) Fundraising. In support of the Project, the Community Partner will contribute \$8,500 to KaBOOM!, which will apply the funds directly to the purchase of playground equipment, which amount will be refundable to the Community Partner if the Project is not completed (other than to the extent resulting from a breach hereof by the Community Partner). KaBOOM! will invoice the Community Partner for such amount following the execution of this Agreement, which amount must be paid in full at least thirty (30) days prior to the Project's Build Day (as defined below).

(b) Project Site.

- (i) Ownership. At the time of execution of this Agreement, the Community Partner shall provide KaBOOM! with proof of land ownership evidenced by either a deed granting title to the property to the County or a letter from the property owner showing approval for the Project. The Community Partner is the owner of the playground in its entirety, for the lifetime of the playground, including the equipment and/or safety surfacing purchased by KaBOOM! and/or the Funding Partner, with respect to which KaBOOM! shall have no further rights once it is installed in accordance with this Agreement.
- (ii) Permits. Prior to Build Day, the Community Partner shall obtain all necessary permits and licenses regarding the installation, possession and use of the playground in compliance with applicable laws and regulations.
- (iii) Preparation. The Community Partner shall ensure that the Project site is safe for volunteers and children, which responsibility includes: (1) recruiting fifteen (15) adult volunteers to participate in preparation activities two to three days prior to Build Day; (2) the Community Partner preparing the site for the installation of the Project at least two weeks before Build Day, which includes removing existing playground equipment, footers and safety surfacing, grading the land, removing fencing and performing soil tests; (3) the Community Partner conducting up to two (2) utility checks as reasonably requested by KaBOOM! with the appropriate utility companies, with the first test being completed on or before Design Day (as defined below) and with all utility check documentation provided upon completion to the KaBOOM! project manager who shall supervise the planning and installation of the playground (the "Project Manager"); and (4) the Community Partner conducting up to two (2) soil site tests as reasonably requested by KaBOOM!, with the first test being completed on or before Design Day and with all soil check documentation provided to the Project Manager upon completion. The Community Partner is responsible for undertaking any necessary risk mitigation should the soil be deemed unsafe for children and volunteers.

- (iv) <u>Safety and Security</u>. The Community Partner shall ensure, to the best of its ability, the security of equipment, tools, supplies and the safety of adults and children present at the Project Site from the beginning of the preparation activities until the conclusion of Build Day, including any postponement.
- Maintenance. Maintenance of the playground facility is the sole responsibility of the (v) Community Partner. The Community Partner shall collaborate with KaBOOM! during the Project planning process to develop a maintenance program for the playground and, with the support of the property owner (if owner is a separate party), shall maintain the playground and the property before and after the Build Day to ensure a safe and attractive playspace. In furtherance of the foregoing, in the event any playground equipment included in the Project no longer is permitted for any reason to be located at its original site of construction or such site is no longer controlled by the Community Partner for any reason, then the Community Partner shall notify KaBOOM! following its becoming aware of such situation and shall, at the Community Partner's sole cost and expense, take such steps as may be necessary to promptly and safely relocate the playground equipment (including any permanent signage and other fixtures) to an alternate site that serves children or to ensure that the successor controlling person of such site shall continue to make such playground available to children in the same manner contemplated as of the Build Day and maintain (or permit the Community Partner to maintain) such playground in accordance with the maintenance program. In addition, the Community Partner shall accept and maintain engineered wood fiber as playground safety surfacing, meeting standards established by Consumer Product Safety Commission guidelines, for the lifetime of the playground. Guidance and materials for the purpose of developing a maintenance plan for the playground are available, upon request, from the playground equipment and safety surfacing manufacturers, including Playworld Systems, Inc. The Community Partner's maintenance obligations hereunder shall continue until such time as the Community Partner has determined in good faith that the playground equipment has exceeded its useful life and has completely removed the equipment.
- (c) <u>Design Day</u>. The Community Partner agrees to host a KaBOOMI-facilitated "Design Day" with at least twenty (20) adult volunteers and twenty (20) children. Such adult volunteers shall remain engaged in the planning activities throughout the Project's planning process.
- (d) <u>Build Day.</u> The Community Partner shall recruit 100 adult volunteers from the community to participate in a one-day installation event for the Project, which is scheduled to occur in January 24, 2015 and which is referred to herein as the Build Day. The Community Partner shall ensure that all volunteers sign a waiver. On the Build Day, the Community Partner shall provide food, water, tools, dumpsters, music and restroom facilities for all volunteers.
- Promotion; Intellectual Property. The Community Partner shall seek prior approval from KaBOOM! (e) and/or the Funding Partner for any materials that reference the Project or contain the name, trademarks, service marks, logos and other intellectual property (collectively, and together with all goodwill attached or which shall become attached to any of the them, the "Marks") of KaBOOM! and/or the Funding Partner, including press releases, fliers and promotional materials. The Community Partner acknowledges and agree that each of KaBOOM! and the Funding Partner is the sole owner of all right, title and interest in and to its respective Marks. The parties acknowledge that KaBOOM! and the Funding Partner may take all steps to protect their Marks as they deem appropriate. Any use of the Marks will inure to the sole benefit of KaBOOM! or the Funding Partner (as applicable). The Community Partner shall not use the Marks in any manner that would harm the reputation of KaBOOM! or the Funding Partner or disparage or negatively reflect upon the Marks. Upon expiration of or termination of this Agreement for any reason, the Community Partner shall cease all use of the Marks. The Community Partner shall collaborate with KaBOOMI and the Funding Partner to secure media coverage for the Project. KaBOOM! shall obtain approval from the Community Partner for any use of their Marks by KaBOOM! or the Funding Partner prior to their use, and shall not use the Community Partner's Marks in any manner that would harm the reputation of the Community Partner or disparage or negatively reflect upon their Marks; provided, however, that no such approval shall be required for

references to the Project that merely identify its location and the Community Partner in their capacity as such hereunder.

- (f) <u>Signage</u>. The Community Partner shall allow the names and logos of KaBOOM! and the Funding Partner to be displayed on permanent playground signage, which shall be substantially in the form provided to the Community Partner during the application process and shall be 12 ¼ inches wide by 30 ¼ inches tall and mounted on poles in a mutually agreed location.
- (g) <u>Playground Costs</u>. The Community Partner is solely responsible for and shall hold KaBOOM! and the Funding Partner harmless from any costs incurred by the Community Partner for any prior site preparation, upgrades or improvements or any equipment or materials purchased to supplement those secured by KaBOOM!.
- (h) Warranty. The playground equipment and the safety-surfacing related to the Project will be covered under warranty by the applicable manufacturers, a copy of which may be obtained, upon request, from such manufacturers. The Community Partner acknowledges that any warranties and/or guarantees on any equipment or material are subject to the respective manufacturer's terms thereof, and the Community Partner shall look solely to such manufacturers for any such warranty and/or guarantee. Neither KaBOOM! nor the Funding Partner nor any of their respective affiliates, directors, officers, managers, partners, members, shareholders, employees, agents or representatives, have made nor are in any manner responsible or liable for any representation, warranty or guarantee, express or implied, in fact or in law, relative to any equipment or material, including its quality, mechanical condition or fitness for a particular purpose.

(i) <u>Insurance</u>.

- (i) Without waiving any applicable rights to sovereign immunity as provided by Florida Statute, Chapter 768.28, the Community Partner acknowledges to be self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such limits that may change and be set forth by the legislature. At the time of execution of this Agreement, the Community Partner shall provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status.
- (ii) KaBOOM! represents and warrants it has, and shall provide evidence of, the following insurance coverage: Commercial General Liability with a limit of \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000 and umbrella coverage of at least \$1,000,000 per occurrence; Workers' Compensation with statutory limits for the state in which the work is performed and employers liability insurance with a minimum of \$500,000 per accident; and Automobile Liability for owned, hired and non-owned autos with a combined single limit of \$1,000,000.
- (j) Indemnification by the County. To the extent permitted by law, and without waiving the right to sovereign immunity as provided for in Florida Statute, Section 768.28, the Community Partner shall indemnify and hold harmless KaBOOM! and the Funding Partner from any and all losses, liabilities, claims, actions, fees and expenses, arising under, out of or in connection with any breach of this Agreement, for any actions associated with this Project or resulting from the use of any playground property equipment, including those for personal injury, death, or property damage, except to the extent resulting from the misconduct of KaBOOM! or the Funding Partner. This provision shall survive termination or expiration of this Agreement.
- (k) Post-Build Day Information. The Community Partner shall (i) within ten days following the Build Day, complete and submit a Post Build Survey and, on or about the date that is six months following the Build Day, complete and submit an additional Post Build Survey, each in the form to be made available by KaBOOM!, and (ii) shall use their commercially reasonable efforts to provide, and otherwise shall cooperate in good faith with KaBOOM! regarding obtaining, such other information related to the Project as KaBOOM! from time to time may request.

2. Obligations of KaBOOM!.

- (a) <u>Playground Build.</u> KaBOOM! shall provide technical and organizational leadership and guidance for the Project and shall:
 - (i) Coordinate Funding Partner participation, facilitate playground design, including regular planning meetings, and work with vendors to procure equipment and materials in a timely manner, except to the extent that safety surfacing other than engineered wood fiber is used, which shall be procured by the Community Partner.
 - (ii) Manage construction logistics for the Project, coordinate playground site preparation activities with the Community Partner, inventory equipment and materials, and assure that the necessary tools and materials are available on the Build Day.
 - (iii) Lead the Build Day activities, including the coordination of Build Day captains and volunteers.
 - (iv) Provide educational and promotional materials to support the Project, including the KaBOOM! Tool Kit (a 4-book set), KaBOOM! online Playground Planner, nametags and other general supplies.
 - (v) Provide a lockable storage container to store the equipment, tools and supplies on the Project Site from the delivery of the new playground equipment ordered by KaBOOM! until the conclusion of Build Day.
- (b) Inspection. KaBOOM!, in collaboration with the Community Partner, will secure a Certified Playground Safety Inspector to review the playground structure at the conclusion of the Build Day (or, if KaBOOM! assumes responsibility for the playground construction going beyond one day, at the conclusion of the installation) to ensure that the structure is safe and built to all appropriate standards and guidelines, unless the Build Day is not completed on the Build Day due to failure of the Community Partner, in which case the Community Partner shall secure the Certified Playground Safety Inspector.
- (c) <u>Promotion</u>. KaBOOM! will provide proposed promotional materials relating to the Project for the Community Partner's review and approval, which approval shall not be unreasonably withheld or delayed.
- (d) <u>Website Listing</u>. KaBOOM! will place the playground on its list of KaBOOM! builds on the KaBOOM! website and KaBOOM! will send information to the Community Partner on playground maintenance programming and enhancements.
- Build Day Postponement. The Build Day shall not be postponed except when weather or other conditions jeopardize the safety of the volunteers or threaten the structural integrity of the playground. The decision to postpone the Build Day will be made by majority agreement of the representatives of KaBOOMI, the Community Partner and the Funding Partner, except where such decision must be made by KaBOOMI on the construction site and representatives of the Community Partner and the Funding Partner are not available for consultation. In the event that the Build Day is postponed, KaBOOMI, the Community Partner and the Funding Partner shall develop a plan for rescheduling the Build Day at the next earliest date possible for each party. KaBOOMI's contract with the Funding Partner provides that the Funding Partner shall be responsible for all additional expenses related to the rescheduled Build Day, including, without limitation, equipment, labor and materials, storage and travel costs and expenses; provided, however, that the Funding Partner shall be notified of the estimated amount of such additional expenses in connection with rescheduling of the Build Day. Notwithstanding the foregoing, in the event that the date of the Build Day is cancelled or changed as a result of the Community Partner's breach of this Agreement, then the Community Partner shall be liable to KaBoom! and the Funding Partner for all such additional expenses related to the rescheduled Build Day.
- 4. <u>Funding Partner Relations</u>. KaBOOM! has a separate contract with the Funding Partner pursuant to which the Funding Partner has agreed to provide financial and human resources for the Project. In recognition of the Funding Partner's contribution of such resources, the Funding Partner shall receive first placement on any

recognition materials developed for the Project, including playground signage, banners, T-shirts, press releases, website and newsletter stories, and flyers, and the Community Partner shall not solicit sponsors or donors in relation to the Project whose products or services directly compete with the products or services of the Funding Partner as identified to the Community Partner by KaBOOM! and/or the Funding Partner. In the event the Community Partner solicits other sponsors or donors, then the Community Partner shall not permit such sponsors or donors to compete with the Funding Partner for signage and sponsorship recognition.

- Termination. In the event that the Community Partner fails to make the payments required under Section 1(a) or 5. the Community Partner otherwise breaches this Agreement, KaBOOM! may terminate this Agreement upon written notice to the Community Partner of such termination. Furthermore, if either party is delayed or prevented from fulfilling any of its obligations hereunder by any cause beyond its reasonable control, including acts of God, acts or omissions of civil or military authorities, fire, strike, flood, riot, act of terrorism, war, transportation delay, or inability due to such causes to obtain required labor, materials or facilities, such party shall not be liable hereunder for such delay or failure and either party may terminate this Agreement if the other is unable to perform any obligation hereunder for a period longer than ten (10) calendar days due to such force majeure event, in which case KaBOOM! shall refund to the Community Partner any amounts paid to KaBOOM! by the Community Partner, less expenses already irrevocably committed or incurred prior to the date of such termination. If, upon termination as provided herein, the sum due KaBOOM! by the Community Partner exceeds the sum paid to KaBOOM! by Community Partner hereunder, the Community Partner shall pay KaBOOM! any such additional sum upon presentation of appropriate documentation within thirty (30) days of invoice. Except as set forth above, upon any termination, this Agreement shall become void and have no effect, and no party shall have any liability to the other party, except that nothing herein will relieve any party from liability for any intentional breach of this Agreement prior to such termination.
- General Provisions. The Community Partner represents to KaBOOM! that all information provided, including in 6. the Playground Profile Application, is true, correct and complete in all respects and does not omit any information relevant to the Project. Each party has all requisite power and authority, including any necessary approval by its governing body, to execute and deliver this Agreement, and to perform its obligations hereunder. This Agreement may not be assigned or transferred by any party without the prior written consent of the other parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns, and where expressly stated, their affiliates and representatives. This Agreement shall be governed by and construed under the laws of the State of Florida, without regard to conflicts of laws principles to the extent that the application of the laws of another jurisdiction would be required thereby. Venue for any and all legal actions relating to this Agreement shall be held in Palm Beach County, Florida. This Agreement may be altered, modified or amended only by a written document signed by all parties. This Agreement may be executed in two or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute the same agreement and may be delivered by facsimile or electronic mail transmission with the same force and effect as if originally executed copies hereof were delivered. Any notices required or permitted to be given hereunder shall be sent by certified or registered United States mail, postage prepaid, by personal delivery addressed to the applicable party or by facsimile or electronic mail transmission (the receipt of which is confirmed) at the address set forth under such party's signature below. The Funding Partner shall be an intended third party beneficiary of Sections 1(b), (e), (f), (g), (h), (i) and (j) and Sections 2(b), 3, 4, 6, 8 and 10 of this Agreement and is entitled to enforce its rights under such sections as if it were a party to this Agreement.
- 7. Term. This Agreement shall become effective as of the date indicated above upon full execution and delivery hereof by the parties and, unless earlier terminated, shall terminate upon completion of the Project in accordance herewith, provided that such termination shall neither affect any party's liability for any breach of this Agreement prior to such expiration nor limit or impact (and shall remain in effect in respect of) any party's obligations hereunder that expressly survive termination or otherwise contemplate performance for a period beyond the completion of the Project.
- 8. <u>Rules and Regulations</u>. During the term hereof, each of the parties hereto shall abide by and be subject to all rules, laws, ordinances and regulations applicable to them in the performance of their obligations under this Agreement.

- 9. <u>Independent Status</u>. This Agreement is by and among the Community Partner and KaBOOM!. It is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between or among the parties.
- 10. <u>No Third Party Beneficiaries</u>. Except for the Funding Partner pursuant to Section 6, no provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

(The remainder of this page is intentionally left blank.)

By executing this Community Partner Playground Contract where indicated below, each of KaBOOM! and the Community Partner agrees, as of the date identified above, to be legally bound by all of the terms and provisions set forth above.

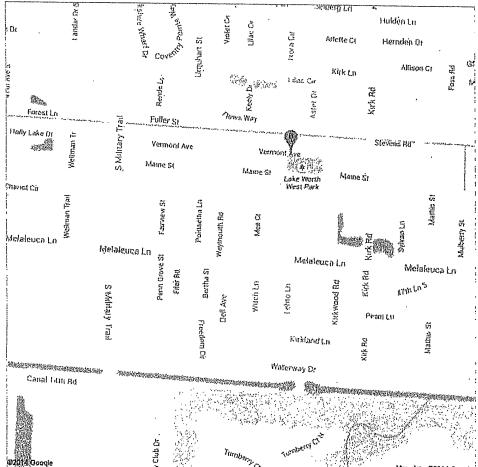
ATTEST: SHARON R. BOCK, Clerk & Comptroller	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
Ву:	Ву:
Deputy Clerk	Mayor
WITNESSES:	
Witness Signature	
· · · · · · · · · · · · · · · · · · ·	KaBOOM!, Inc.
Witness Signature	By: Gerry Megas, Chief Financial Officer (printed name)
	Co C Co Co Co Co Co Co
	Gerry Megas (signature) 4301 Connecticut Ave. NW, Suite ML-1 Washington, DC 20008 T: (202) 464- 6180
Witness Signature	F: (202) 659-0210 e-mail: gmegas@kaboom.org
Witness Signature	APPROVED AS TO TERMS AND CONDITIONS By: Artistan Carte
ADDDOVED AS TO FORM AND LEGAL CUEFICIENCY	Houston L. Tate, Director Office of Community Revitalization
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	
By:County Attorney	
Contact information for the person who should receiv	e KaBOOM! invoices:
Name: Houston L. Tate	Telephone number: (561) 233-5303
Mailing Address: 2300 North Jog Rd., Suite 2E-49 West Palm Beach, Florida 33411-2741 (561) 656-7963 Fax	Email: htate@pbcgov.org

About KaBOOM!

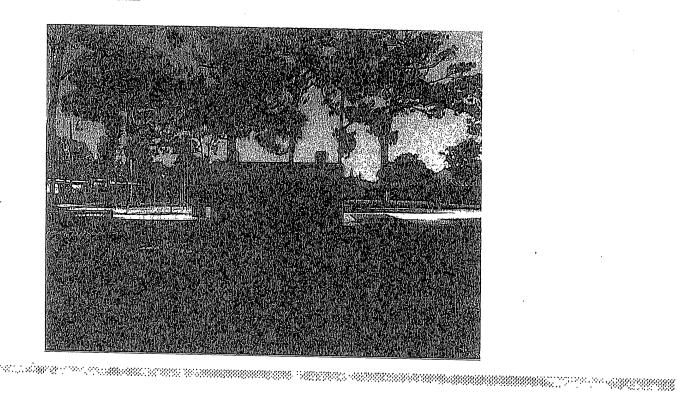
KaBOOM! is the national non-profit organization dedicated to giving kids the childhood they deserve by ensuring all children get the balance of active play they need to become healthy and successful adults.

At KaBOOM!, we know that play can transform children – from sedentary to physically active, bored to mentally active, and solitary to socially active. As most people already grasp, play – in all its forms – is a powerful thing. Society's well-being begins with a child's well-being, and play is central to a child's ability to grow into a productive adult. But today, play is losing out to TV, video games, structured schedules, declining recess time, and a lack of access to safe play spaces. This means the decline in active play's benefits for children: healthy bodies, resilient and creative minds, social activity and emotional well-being. KaBOOM! has long promoted these benefits and worked to stem their decline, building more than 2,300 playgrounds in 17 years.

Google

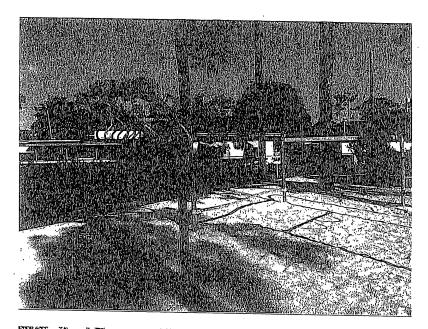


Lake Worth West Park
4150 Vermont Avenue, Lake Worth, Florida
Operated by Palm Beach County
Parks and Recreation Department
www.pbcparks.com

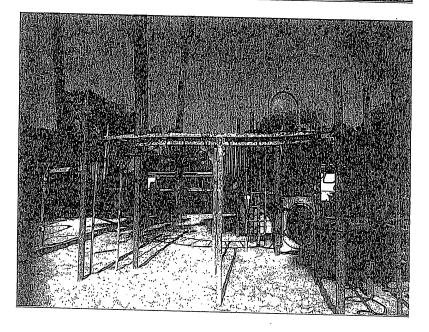


*Lake worth West Park

Attachment 3









Parks and Recreation
Department
2700 6th Avenue South
Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-6734
www.pbcparks.com

Palm Beach County Board of County Commissioners

Priscilla A Taylor, Mayor

Paulette Burdick, Vice Mayor

Hal R Valeche Shelley Vana

Steven L. Abrams

Mary Lou Berger

Jess R. Santamaria

County Administrator Robert Weisman

"An Equal Opportunity Affirmative Action Employer"

printed on recycled paper

July 9th, 2014

Houston L. Tate, Director Palm Beach County Office of Community Revitalization 2300 N. Jog Road West Palm Beach, FL 33411

Re: Lake Worth CCRT Park/KaBOOM

Dear Mr. Tate:

The Palm Beach County Parks and Recreation Department supports the Office of Community Revitalization's (OCR) submission of a KABOOM Community Partner Project Grant for Lake Worth West CCRT Park. The Parks and Recreation Department has worked closely with OCR over the past 10 years to develop 12 neighborhood parks to serve the recreational needs of underserved county residents. These neighborhood parks provided a gathering place for neighborhood residents which in turn have served as a focal point for community building efforts.

The West Lake Worth Park is owned and operated by the Palm Beach County Parks and Recreation Department. If awarded the KaBOOM grant, the Parks and Recreation Department will grant permission to construct the proposed playground equipment. We agree to prepare the 2,500 sq. ft. site, remove old playground equipment, and provide new ADA accessible safety surface. We have the capability to secure soil tests, utility checks and necessary permits. The Parks and Recreation Department will accept ownership and maintenance responsibilities for the play space upon completion of the project.

If the KaBOOM grant is awarded, my department looks forward to partnering with OCR to increase citizen outreach and to develop strategies to better serve the recreational needs of county residents.

Sincerely,

Eric Call, Director

Palm Beach County Parks and Recreation Department

2014

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA BUDGET TRANSFER

Page 1 of 1 pages BGEX 366 082014-1744

FUND 3900 Capital Outlay Fund

					•		
ACCT.NUMBERACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 8/20/2014	REMAININ BALANC
EXPENDITURES							
366-X159-6505 Road & Street Imp 366-X174-8201 Contrib Non Govts Agnces	486,598 0	482,798 0	0 8,500	8,500 0	474,298 8,500	418,493 0	<i>55</i> ,80 8,50
Total Appropriations & Expenditures		- -	8,500	8,500			
4							
							·
Office of Community Revitalization INITIATING DEPARTMENT/DIVISION	Signatures Signatures		Date - 08/20/2014 - 8/20/2014 - 51/25/14		By Board of County Commissioners At Meeting of 09/09/2014 Deputy Clerk to the Board of County Commissioners		
Administration/Budget Department Approval OFMB Department - Posted							

(7) 1