

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 7, 2023

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) Amendment to the Infrastructure Surtax (IST) Project Plan approved by the Board of County Commissioners on April 4, 2017, later revised on January 4, 2022;
- B) Budget Transfer of \$3,000,000 within the IST Fund from Acreage Community Park Recreation Center to Acreage Community Park Expansion; and
- C) an Infrastructure Surtax Funding Agreement ("Funding Agreement") between Palm Beach County ("County") and Indian Trail Improvement District ("ITID") for the Acreage Community Park South Expansion Project ("Project") in the amount of \$3,000,000 from the Infrastructure Surtax (IST) Fund.

Summary: Acreage Community Park is located at 140th Avenue North in unincorporated Palm Beach County and is managed and maintained by ITID. This 45-acre park features athletic fields, multipurpose fields, a track, amphitheater, playground, picnic facilities, walking paths and restrooms. The park is adjacent to the County's 124-acre Acreage Pines Natural Area. ITID currently leases approximately 28-acres of Acreage Community Park from the County, hereinafter referred to as Acreage Community Park South. On April 4, 2017, the County adopted a project plan to implement the Surtax funded projects which included an ITID park project allocation of \$3,000,000 toward the construction of a recreation center at Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to other deferred outdoor recreation infrastructure amenities such as multipurpose fields, skate park, and associated infrastructure. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved. This Funding Agreement allows for reimbursement of eligible expenses for the development, design, permitting and/or construction of the project in an amount not to exceed \$3,000,000. This project is funded through the infrastructure surtax. District 6 (AH)

Background and Justification: On November 8, 2016, the voters of Palm Beach County approved a one-penny infrastructure surtax for collections beginning January 1, 2017, and continuing for the sooner of 10 years or \$2.7 billion in proceeds before September 1 of any year. Also included was the creation of an oversight committee to audit spending for compliance with approved projects, and the following allocations: 50% to the School District, 30% to the County, and 20% to the Municipalities. ITID, as a Special District, is not directly eligible for an IST allocation but is eligible for a specified qualifying infrastructure project through the County allocation. (Continued on page 3)

Attachments:

- 1. Plan Amendment
- 2. Budget Transfer
- 3. Funding Agreement

Recommended by: *Jennifer E. Cicillo*
Department Director

Approved by: *David M. Mills*
Assistant County Administrator

1/26/2023
Date

1/30/2023
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>	<u><u>-0-</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:			Yes	_____	No
Does this item include use of federal funds?			Yes	_____	No
					<u>X</u>
					<u>X</u>

Budget Account No.: Fund 3950 Department 581 Unit T203
 Object _____ Program _____

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

All funds related to this item are derived from proceeds of the one-penny sales surtax.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Sam Marks 1/27/2023

 OFMB DE 1/20/23 ASD
 MG 1/23 1/23

John G. ... 1/27/23

 Contract Development and Control
 Tmk 1/27/23

B. Legal Sufficiency:

Anne Delbent 1/30/23

 Assistant County Attorney

C. Other Department Review:

Ernie L. ...

 Department Director
 Facilities Development & Operations

The proceeds of such tax finance the renewal and replacement of existing capital investments including roadway surfaces, bridges, drainage improvements, canals, park amenities, and government buildings, all of which were deferred during the recession and remained outstanding, and projects to maintain levels of service. A detailed project list, Infrastructure Surtax Project Plan, with associated budget was prepared for the projects that are the subject of this item, among others, and approved by the Board on April 4, 2017, later revised on January 4, 2022.

ITID evaluated park infrastructure needs with constituents and determined the recreation center language was not addressing the actual deferred level of service need for park infrastructure at the Acreage Community Park. On April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the recreation center be reallocated to outdoor recreation amenities such as multipurpose fields, skate park and associated infrastructure.

The parks and recreation outdoor recreation amenities infrastructure which ITID identified meets the definition of infrastructure under Florida State Statute 212.055: Discretionary sales surtaxes, legislative intent, authorization and use of proceeds.

Since this project is included in the Board approved County IST Project Plan, this requested change is required to be presented to the Infrastructure Sales Tax Independent Citizen Oversight Committee for review and recommendation. The Infrastructure Sales Tax Independent Citizen Oversight Committee reviewed ITID's request during its May 19, 2022 meeting, and is recommending the reallocation be approved.

The recommended Funding Agreement with Indian Trails Improvement District provides up to \$3,000,000 for the Acreage Community Park South Expansion to include development, design, permitting and/or construction of additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure. Funding of this project was established in the Board approved infrastructure surtax project plan.

Acreage Community Park is open to the public on a non-discriminatory basis regardless of residency. The Funding Agreement has been executed by the Indian Trails Improvement District and now needs to be approved by the Board of County Commissioners.

This Funding Agreement will have no net effect on the total IST funding allocated to the Department.

BCC APPROVED PLAN						
Category	Park	Unit Name	Commission District	Unit Number	Total Project Amount	FY 2022
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Recreation Center	6	T156	\$3,000,000	\$3,000,000
				Total Projects	\$3,000,000	
PLAN AMENDMENT						
Category	Park	Unit Name	Commission District	Unit Number	Total Project Amount	FY 2023
Existing Park Redevelopment or Expansion	Acreage Community Park	Acreage Community Park Expansion	6	T203	\$3,000,000	\$3,000,000
				Total Projects	\$3,000,000	
		Department Reserve Analysis				
		Beginning Balance Department Reserves			\$983,087	
		Ending Balance Department Reserves		9900	\$983,087	

23-0327

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

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BGEX 581 011923*692

FUND 3950 - Infrastructure SurTax

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 01/19/23	REMAINING BALANCE
EXPENDITURES								
3950-581-T156-8101	Contributions Other Governmental Agency	3,000,000	3,000,000		3,000,000	0	0	0
3950-581-T203-8101	Contributions Other Governmental Agency	0	0	3,000,000		3,000,000	0	3,000,000
Total Receipts and Balances		446,637,116	428,693,690	3,000,000	3,000,000	428,693,690		
TOTAL								

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures

Date

Paul D. Gravel 1/23/23
Jane M. ... 1/23/2023

By Board of County Commissioners

At Meeting of

February 7, 2023

Deputy Clerk to the

Board of County Commissioners

INFRASTRUCTURE SURTAX FUNDING AGREEMENT BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT FOR THE ACREAGE COMMUNITY PARK SOUTH EXPANSION PROJECT

THIS AGREEMENT (“Funding Agreement”) is made and entered into on _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County", and **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the State of Florida, organized and existing under and by virtue of Chapters 57-646 and 2002-330, Laws of Florida, as amended, hereinafter referred to as "ITID". ITID and the County are hereinafter sometimes referred to individually as a “Party” or collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, on January 9, 2011, the County and ITID entered into an Interlocal Agreement (“ILA”, R2001-0128) for the cooperative expansion and development of the Acreage Community Park and the Acreage Pines Natural Area; and

WHEREAS, on April 3, 2001, the County and ITID entered into a Lease Agreement (“Lease”, R2001-0482) implementing the provisions of the ILA and providing for the lease to ITID of certain real estate owned by the County; and

WHEREAS, the Lease has been amended in 2003 (R2003-0422), 2010 (R2010-1332) and 2018 (R2018-0270), to modify, among other matters, the extent of the leased premises along with the applicable terms and conditions; and

WHEREAS, as per the amended Lease, ITID currently leases from the County an approximately 28-acres parcel located at 6405 140th Avenue North, Loxahatchee, FL 33470, hereinafter referred to as “Acreage Community Park South”; and

WHEREAS, the Lease as amended provides for a 25-year initial term with two (2), twenty-five (25) year renewal options; and

WHEREAS, pursuant to Section 212.055(2) Florida Statutes, the County adopted Ordinance No. 2016-032 (“Ordinance”) which authorized a countywide referendum for a Local Government Infrastructure Surtax (Surtax) of one percent (1%) on all authorized taxable transactions occurring within Palm Beach County; and

WHEREAS, the Ordinance requires an independent citizen oversight committee (“Committee”), which was created by County Resolution 2016-1921, to serve as an advisory and reporting body; and

WHEREAS, monies received from the Surtax may be utilized by the County, municipalities of the County and the School Board of Palm Beach County to finance, plan, construct, renovate, and improve needed infrastructure; and

WHEREAS, on April 4, 2017, the County adopted a project plan (“Surtax Plan”) to implement the Surtax funded projects which was later revised on January 4, 2022, and which includes an allocation of \$3,000,000 towards the construction of the Acreage Community Park Recreation Center (“Recreation Center”) within Acreage Community Park South; and

WHEREAS, on April 27, 2022, the ITID Board approved Resolution No. 2022-010 requesting that the funding assigned for the Recreation Center be reallocated towards the expansion of the Acreage Community Park South to include additional outdoor recreation amenities such as multipurpose fields, skate park, and associated infrastructure; and

WHEREAS, on May 19, 2022, the Committee recommended reallocation of the assigned budget of \$3,000,000 from the Recreation Center to the newly created project entitled “Acreage Community Park Expansion” (“Project”); and

WHEREAS, on the date of execution of this Funding Agreement, the Board of County Commissioners (“Board”) approved the reallocation as requested by ITID and recommended by the Committee; and

WHEREAS, the County’s funds pursuant to the Surtax can be used to construct and improve recreational and government facilities; and

WHEREAS, ITID desires to design, permit, construct, operate and maintain the Project which shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, the County recognizes that ITID performs many of its capital projects with in-house labor and equipment and has actual direct labor and equipment expenses associated with completing capital projects in this manner; and

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

ARTICLE 1
RECITALS

The foregoing recitals are hereby incorporated herein, and made a part hereof, by this reference.

ARTICLE 2
GENERAL

2.1 Purpose. The purpose of this Funding Agreement is for County to financially assist ITID in the development, design, permitting and construction of the Project by providing Surtax monies in a total amount not to exceed THREE MILLION DOLLARS (\$3,000,000). The funds assigned under this Funding Agreement will specifically be used towards the development, design, permitting and construction of the multipurpose fields (with synthetic turf), skate park and

restrooms, along with their associated infrastructure (e.g., sidewalks, lighting, parking).

2.2 Representations and Warranties.

A. ITID hereby warrants and represents that it has full legal authority and financial ability to operate and maintain the Project.

B. ITID 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 ITID. ITID 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.

2.3 Responsibilities. ITID shall be responsible for all costs, expenses, fees and charges, and liability related to the design, permitting, construction, operation and maintenance of the Project.

ARTICLE 3
CAPITAL IMPROVEMENTS PROJECT

3.1 Project Scope. ITID will use the funds received under this Funding Agreement for the design, permitting and/or construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto as Exhibit "A".

3.2 Project Location. ITID shall construct the Project upon on a portion of the approximately 28-acre parcel that it leases from the County as per the amended Lease and which is more fully described in the legal description attached hereto as Exhibit "B".

3.3 Design, Permitting and Construction. ITID shall be responsible for the design, permitting and construction of the Project. ITID shall design, permit and construct the Project in accordance with Exhibit "A". ITID agrees to meet design and construction milestones in Section 3.5 herein.

3.3.1 As part of the design and construction process ITID shall cause a permanent dedication plaque or marker to be affixed 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 the County's Representative. The dedication plaque or marker shall have minimum dimensions of 18 inches by 24 inches, shall be constructed of an agreed upon material that matches the current plaques within the Acreage Community Park, and its formatting will be subject to County's prior approval.

3.4 Procurement. ITID shall utilize both its in-house capital projects team and its procurement process, if necessary, for any design and construction services for the Project. The

procurement process shall be consistent with all federal, state, ITID and pertinent local laws, rules and regulations. County shall have no contractual obligation to any person retained by ITID with regard to the Project. Because the project costs are under \$4 Million, the ITID can use the engineering, architecture and similar professional services under the umbrella of ITID Engineer's continuing contract for the purpose of compliance with Section 287.055, Florida Statutes (CCNA). Any dispute, claim, or liability that may arise as a result of ITID's procurement is solely the responsibility of ITID, and ITID hereby holds County harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

3.5 Schedule. In developing, designing, permitting and constructing the project ITID shall meet the milestones as detailed in this section. ITID's failure to meet design, permitting, construction, and start of operations milestones shall be deemed an event of non-compliance under this Funding Agreement.

3.5.1 Design and Permitting. ITID shall complete the design, engineering, and permitting for the Project no later than 15 months from the date of execution of this Funding Agreement.

A. The design, engineering and permitting process shall include all customary phases. ITID may choose to retain services under a continuing design services contract in compliance with CCNA.

B. ITID shall ensure that the design process will at minimum, include the following phases: programming, schematic design, design development (50% completion), and construction drawings (100% completion). At the completion of each design phase, ITID shall deliver to the County one (1) hard copy and one (1) electronic copy of all documents associated with said phase. The County shall have the right to review all design documents prepared by ITID and/or its design consultants to ensure consistency with the terms of this Funding Agreement. The County shall have fifteen (15) calendar days after receipt of the design documents for any given design phase to notify ITID if it finds that the design fails to meet the terms and conditions of this Funding Agreement. Upon receipt of such notification, ITID will have fifteen (15) calendar days to revise the documents as necessary and resubmit the same to the County for further review. The review and resubmit process will continue as per this section until design documents meeting the terms and conditions of this Funding Agreement are attained. The County's failure to respond to the review and resubmit process as per the timeframe provided in this section will be deemed an approval of the document submitted for review. Any delays caused by the County review or failure to review will extend the entire time period and any associated time periods contained within this Funding Agreement accordingly; the County shall not be responsible for, and does not agree to, funding and/or paying any expenses associated or resulting from the delay.

C. Upon construction permit approval, ITID shall deliver to the County

one (1) hard copy and one electronic copy of all approved plans, specifications and permits from all agencies having jurisdiction, along with the Project cost estimate.

3.5.2 Construction. ITID shall award the bid for construction of the Project and commence Project construction no later than 21 months from the date of execution of this Funding Agreement unless both parties agree to an extension due to supply chain issues or other explanations as outlined within this Funding Agreement.

A. ITID shall notify the County of the scheduled dates and times for all Project construction meetings (commonly referred to as *Owner/Architect/Contractor* meetings). The County shall have the right, at its sole and absolute discretion, to attend Project construction meetings.

B. The County shall have the right to perform, at its sole and absolute discretion, Project site visits to ensure overall Project development and construction phases are in alignment with the terms and conditions of this Funding Agreement.

3.5.3 Start of Operations. ITID shall complete construction of the Project, obtain the required certificate of occupancy and open the Project in its entirety to the public for its intended use within 36 months from the date of execution of this Funding Agreement.

3.6 Reporting Requirements. On a quarterly basis starting on the execution date of this Funding Agreement and until Start of Operations as defined under Section 3.5.3 herein, ITID shall submit quarterly Project status reports to the County.

A. The quarterly Project status reports shall be submitted by ITID on or before every January 15, April 15, July 15, and October 15 during the Term of this Funding Agreement.

B. The quarterly Project status reports shall include, at a minimum: a summary of the work accomplished, problems encountered, percentage of physical completion, milestone attainment status (as per Section 3.5 herein), explanations for any delays and/or cost overruns, and a payment certification log for monies disbursed under this Funding Agreement. The County shall have the right to request other reasonable topics (related to project development and agreement compliance) to be added the quarterly Project status reports. Upon receipt of the County's request, ITID shall cause said topics to be included in the next quarterly Project status report.

3.7 Presentation(s). Upon request of County's Representative or other duly authorized County employee, ITID shall provide a presentation(s) of the Project and any matters related directly thereto at a regularly scheduled meeting(s) of the Committee and/or Board.

3.8 Operations. ITID shall operate and maintain the Project for its intended use by the general public, and with no reliance upon this Funding Agreement for its performance. ITID shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use. ITID shall not transfer management of the Project to a third party without the written consent of County. Should ITID transfer management of the Project to a party or parties not now a part of this Funding Agreement, ITID shall continue to be responsible for the liabilities and obligations as set forth herein. For purposes of this section, it is understood by the parties that transfer restrictions exclude those related to ITID's statutory successor(s), if one were to exist in the future, as long as: 1) the County's approves the assignment of this Funding Agreement to the statutory successor, which approval shall not be unreasonably denied; 2) the statutory successor remains a public entity in compliance with use restrictions applicable to Surtax funds; and 3) the statutory successor agrees to be bound by the terms, rights and obligations of this Funding Agreement.

3.9 Use Restriction. ITID shall restrict its use of the Project to recreational, cultural, civic, community and social purposes. County approval shall be required in the event that ITID desires to use the Project for different purposes.

ARTICLE 4 **FUNDING**

4.1 General. County will pay to ITID a total amount not to exceed three million dollars (\$3,000,000) of Surtax monies for the development, design, permitting and/or construction of the Project. The total not to exceed amount as set forth in this Section shall be paid by County to ITID on a reimbursable basis and without obligation that ITID expend the total not to exceed amount in full to achieve Project completion. After payment by the County of the final Contract Payment Request Form or upon termination of the Funding Agreement pursuant to Section 5.2 herein, the County shall have the right to reallocate as it deems appropriate, any unspent funds. Any costs incurred in connection with the Project in excess of the total not to exceed amount shall be the sole responsibility of ITID. Should the total cost of the Project at the time of award for construction, inclusive of all eligible County Surtax monies expended to date, exceed the Project cost estimate included in Exhibit "A" herein, ITID shall be solely responsible for said additional funding need. Prior to the award for construction, ITID shall certify to the County that it has appropriated the excess funds required for completion of the Project. The County shall not reimburse any funds to ITID for the Project until ITID has appropriated and expended said excess funds. The County's financial contribution towards the Project is limited to the extent of this Funding Agreement. The County shall not be required to pay ITID any additional funds for any other capital improvement required by or of ITID.

4.2 Public Ownership Restrictions. As a direct limitation resulting from the use of Surtax monies, the Project shall remain in public ownership in perpetuity. ITID acknowledges and accepts this restrictive condition. Upon completion, the Project shall remain the leased property of ITID (or its statutory successors, if one were to exist in the future) as per the terms of the amended Lease. Upon expiration and earlier termination of the amended Lease, any improvements and equipment shall become the property of the County.

4.3 Cost Certification. ITID shall provide County with a certification, in a form acceptable to the County, from ITID's chief financial officer or independent accountant that each cost item for which County funding is requested under this Article 4 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.

4.4 Reimbursement. County shall reimburse to ITID Project costs as per the terms and conditions of this Funding Agreement, upon receipt of a complete Contract Payment Request from ITID, on a monthly basis starting on the date of execution of this Funding Agreement. The County will submit reimbursement payment within forty-five (45) days of the appropriate Contract Payment Request Form.

A. For each requested payment, ITID shall provide the County 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 ITID and shall include the in-house labor costs specific only to the Project; ITID equipment usage specific only to the Project; vendor invoice number; invoice date; and the amount paid by ITID along with the number and date of the respective check or proof of payment for said payment. ITID shall attach a copy of each vendor's invoice paid by ITID 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. ITID shall certify the total funds spent by ITID on the Project and that payment to each vendor invoice as listed on the Contractual Services Purchase Schedule Form was issued.

B. The County shall have the right to perform a Project site inspection, request actual payroll records and labor time tracking documents specific only to the project, and/or receive answers to questions posed to ITID related to line items for which reimbursement is requested prior to approval of any Contract Payment Request.

C. The County shall retain five percent (5%) from the total amount certified by ITID on each Contract Payment Request. Said retainage will be disbursed to ITID upon Project completion subject to the submission by ITID of a final Contract Payment Request supported by a Certificate of Occupancy or a Completion Certification for the Project. ITID shall provide to the County the final Contract Payment Request no later than ninety (90) days following Start of Operations as defined in Sec.3.5.3 herein. The County shall conduct a final Project site inspection prior to approval of the final Contract Payment Request.

ARTICLE 5

TERM AND TERMINATION

5.1 Effective Date and Term. This Funding Agreement is expressly contingent upon

execution by all Parties and shall be effective and binding from the date of approval by the last Party to execute this Agreement (the "Effective Date") and continue until the earlier of; (a) payment by the County of the final Contract Payment Request Form; or (b) the date of any termination of this Funding Agreement, pursuant to the terms hereof, but in no event will this Funding Agreement exceed three (3) years (the "Term"), unless the term is extended as provided or as agreed to by both parties as outlined in this Funding Agreement.

5.2 Termination Rights. The County shall have the right to terminate this Funding Agreement upon occurrence of any of following non-compliance events (subject to a cure period), by ITID. In the event of such termination, ITID shall reimburse to the County any monies received under this Funding Agreement that were not found by the County to be a justifiable expense as of the date of the termination notice.

A. Failure to meet any of the development milestones as detailed in Section 3.5 herein.

B. Failure in the performance of any of the material obligations under this Funding Agreement.

5.3 Cure Period. In the event of any non-compliance event by ITID in the performance of any of the terms and conditions as required under this Funding Agreement, the County shall issue written notice to ITID specifying with detail the nature of the non-compliance. ITID shall have ninety (90) calendar days to cure said non-compliance.

5.4 Termination Notice and Effectiveness. Termination will be effective seven (7) calendar days after the County issues due written notice as required under this Funding Agreement.

5.5 Survival. The following provisions shall survive termination of this Funding Agreement: Sections 4.2, 8.7, 10.1, 10.2, 10.5, 10.12, 10.20 and Article 6.

ARTICLE 6 **REMEDIES**

6.1 General. If ITID fails to cure a non-compliance event as per Section 5.3, herein, County shall have the right, at any time thereafter, to pursue any and all remedies available pursuant to this Funding Agreement, either in whole or in part, including but not limited to, terminating the Funding Agreement as detailed in Article 5 herein.

6.2 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 Funding Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 7
NOTICE

7.1 **General.** All notices to be given or delivered by or to any Party hereunder shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. A courtesy copy shall be provided via electronic mail. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

For notice to the County:

Director
Parks and Recreation Department
Palm Beach County
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

Director
Property and Real Estate Management Division
Facilities Development and Operations Department
Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411

For notice to ITID:

Executive Director
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

District Legal Counsel
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401

Chief Financial Officer
Indian Trail Improvement District
13476 61st Street North
West Palm Beach, FL 33412

ARTICLE 8
INSURANCE AND INDEMNIFICATION

8.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, ITID 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.

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

8.3 ITID 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 ITID's replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. ITID shall agree to be fully responsible for any deductible or self-insured retention.

8.4 ITID 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.

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

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

- A.** Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
- B.** Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. The County shall be added as an "Additional Insured".
- C.** Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.

D. 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.

8.7 Indemnification. It is understood and agreed that ITID 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 the County only contributes funding under this Funding Agreement and operates no control over the Project. Without waiving the right to sovereign immunity as provided for in Florida Statute 768.28, in the event a claim or lawsuit is brought against the County or any of its officers, agents or employees, ITID shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of ITID, its agents, servants and/or employees in the performance of this Funding Agreement. The foregoing indemnification shall survive termination of this Funding Agreement. In consideration for reimbursement of costs incurred prior to the term of this Funding Agreement, the foregoing indemnification shall apply not only during the term of this Funding Agreement but also apply for the period prior to the Funding Agreement for which ITID is eligible to receive reimbursement from County.

ARTICLE 9 ASSIGNMENT

9.1 General. Neither County nor ITID may assign this Funding Agreement in whole or in part, without prior written consent of the other Party, which may be granted or withheld at the other Party's absolute discretion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Inspector General. Palm Beach County has established the Office of 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 contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of ITID, its officers, agents, employees, and lobbyists with respect to this Funding Agreement in order to ensure compliance with this Funding Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation of this Funding Agreement 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. The Indian Trail Improvement District, as a Chap. 298 entity, does not generally fall under the jurisdiction of the Office of the Inspector General for Palm Beach County. Any ITID records to be provided or other requests will remain related solely to this Funding Agreement. ITID shall provide any pertinent public records as described herein.

10.2 Governing Law and Venue. This Funding Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The Parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

10.3 County's Representative. The County's representative during the development, design, permitting and construction of the Project shall be the Director, Palm Beach County Parks and Recreation Department, telephone number: (561) 966-6613.

10.4 ITID's Representative. ITID's representative during the development, design, permitting and construction of the Project shall be the Assistant Executive Director/Chief Construction Officer, Indian Trail Improvement District), telephone number: (561) 793-0874.

10.5 WAIVER OF JURY TRIAL. THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS FUNDING AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS FUNDING AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND ITID TO ENTER INTO THIS FUNDING AGREEMENT.

10.6 Construction. In construing this Funding Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

10.7 Binding Effect. The covenants, terms, conditions, provisions and undertakings in this Funding Agreement, or in any renewals thereof, shall extend to and be binding upon the legal representatives, successors and assigns of the respective Parties hereto as if there were in every case named and expressed and wherever reference is made to any of the Parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such Party as if in each and every case so expressed.

10.8 Integration and Merger. This Funding Agreement shall constitute the full and complete understanding between the Parties as to the matters addressed herein. There are no oral understandings, terms or conditions and no Party has relied on any representation, express or implied, not contained in this Funding Agreement. All prior understandings, terms or conditions, whether with a Party to this Funding Agreement or any partner of a Party, are deemed to merge in this Funding Agreement, and this Funding Agreement cannot be changed or supplemented except by an agreement in writing and signed by the Parties to this Funding Agreement.

10.9 Severability. If any provisions of this Funding Agreement shall be declared invalid or unenforceable, the remainder of the Funding Agreement shall continue in full force and effect.

10.10 Compliance with Laws. None of the Parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the planning, development, construction, use, operation and maintenance of the Project under the terms of this Funding Agreement.

10.11 Exhibits. All exhibits referenced in this Funding Agreement are incorporated into this Funding Agreement by such reference and shall be deemed to an integral part of this Funding Agreement.

10.12 Attorney's Fees. In the event of litigation arising under, or in connection with, this Funding Agreement, each Party shall bear and be responsible for their own attorneys' fees and costs at the pre-trial, trial and appellate levels. This provision shall survive the termination of this Funding Agreement for any reason.

10.13 Construction. No party shall be considered the author of this Funding Agreement since the Parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Funding Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

10.14 Amendments. No change, amendment or modification of this Funding Agreement shall be valid or binding upon the Parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both Parties hereto. No change, amendment or modification of this Funding Agreement shall be deemed to be made by either Party on the basis of any action or failure to act by either Party or by the course of performance, course of dealing, or course of conduct of either Party.

10.15 Captions. The captions contained in this Funding Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Funding Agreement or the intent of any provision contained herein.

10.16 No Waiver. Any waiver by either Party of a breach of any provision of this Funding Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Funding Agreement. The failure of a Party to insist upon strict adherence to any term of this Funding Agreement on one or more occasions shall neither be considered a waiver nor deprive that Party of any right thereafter to insist upon strict adherence to that term or any other term of this Funding Agreement. Any waiver must be in writing and signed by the Party to be charged therewith.

10.17 Force Majeure. Except as otherwise provided herein, neither Party shall be in default under, or breach of, this Funding Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Funding Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by the County), or the international equivalent thereof), failure of

technical facilities, or any other cause of any nature whatsoever beyond the control of the Parties which was not avoidable in the exercise of reasonable care and foresight. The Party claiming the occurrence of a Force Majeure event shall promptly notify the other Party of such occurrence, and the likely duration and termination thereof.

10.18 Counterparts. Provided that all Parties hereto execute an original of this Funding Agreement, this Funding Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.19 Non-Discrimination. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, ITID warrants and represents that throughout the term of this Funding Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of this Funding Agreement. As a condition of entering into this Agreement, ITID represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

10.20 No Third Party Beneficiary. No provision of this Funding 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 Funding Agreement, including but not limited to any citizen or employees of the County and/or ITID.

10.21 Filing. A copy of this Agreement shall be filed by the County with the Clerk of the Circuit Court of Palm Beach County.

10.22 Public Records. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if ITID: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., ITID shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time ITID is specifically required to:

- a. Keep and maintain public records required by the County to perform services as provided under this Contract.
- b. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. ITID further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

- c. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if ITID does not transfer the records to the public agency.
- d. Upon completion of the Contract ITID shall transfer, at no cost to the County, all public records in possession of ITID unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If ITID transfers all public records to the County upon completion of the Contract, ITID may destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If ITID keeps and maintains public records upon completion of the Contract, ITID shall meet all applicable requirements for retaining public records. All records related to the Project and Funding Agreement stored electronically by ITID must be provided to the County, upon request of the County's Custodian of Public Records.,.

Failure of ITID to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause.

IF ITID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

10.23 E-Verify. ITID warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of ITID's subcontractors performing the duties and obligations of this Agreement are registered with the E-Verify System, and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

ITID shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. ITID shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that ITID has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that ITID's subcontractor has knowingly violated section 448.09(1), Florida Statutes, as may be

amended, County shall notify ITID to terminate its contract with the subcontractor and ITID shall immediately terminate its contract with the subcontractor. If County terminates this Agreement pursuant to the above, ITID shall be barred from being awarded a future contract by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, ITID shall also be liable for any additional costs incurred by County as a result of the termination.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:
JOSEPH ABRUZZO
CLERK & COMPTROLLER

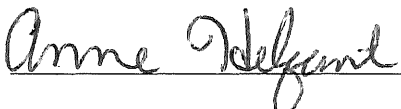
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS



By


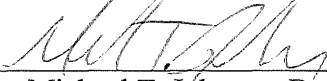
Senior Assistant County Attorney

By:

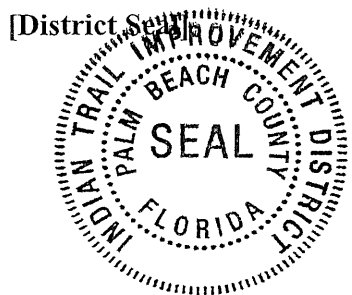

Jennifer Ciullo, Director
Parks and Recreation

INDIAN TRAIL IMPROVEMENT DISTRICT

ATTEST:

By: _____
~~Mary M. Viator~~ Patricia Farrell
Secretary 

By: 

Michael T. Johnson, Board President



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



Acreage Community Park South

Phase II Construction Estimate

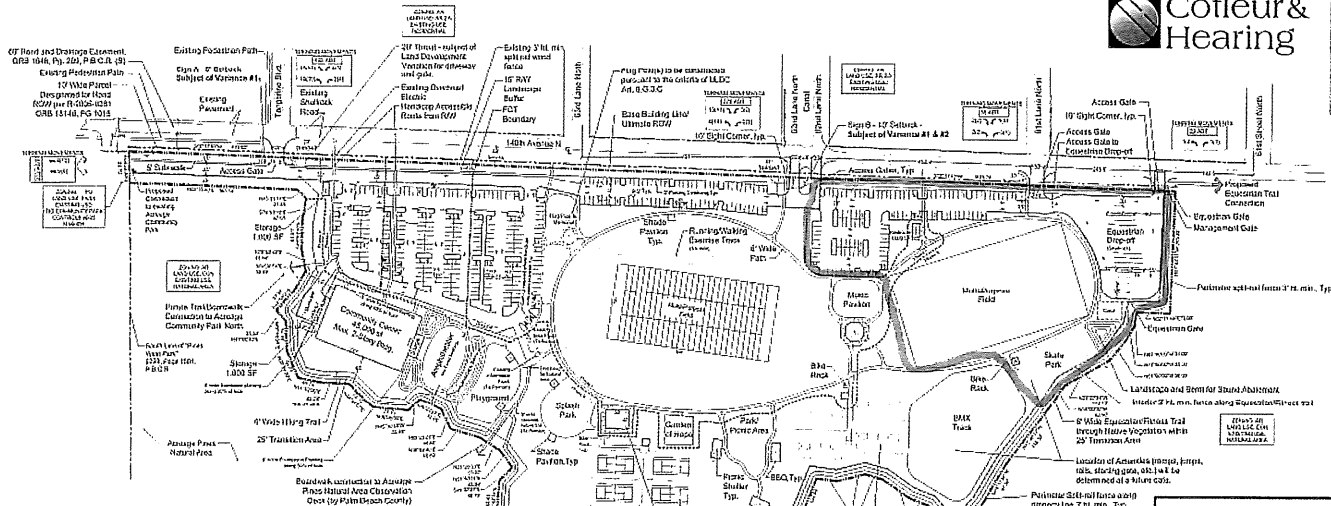
Item	Description	Quantity	Unit	Unit Cost	Item Cost
ADM	Mitigation	1	LS	\$ 35,000.00	\$ 35,000.00
PK	Multi-Purpose Field - Artificial Turf & Lighting	1	LS	\$ 1,052,500.00	\$ 1,052,500.00
PK	Restroom Building	1,000	SF	\$ 300.00	\$ 300,000.00
PK	Skate Park	1	LS	\$ 225,000.00	\$ 225,000.00
101-1	Mobilization/Demobilization (Includes Video / Survey)	1	LS	\$ 30,000.00	\$ 30,000.00
330-001	Interior Sidewalks - Paved	6,650	SF	\$ 6.35	\$ 42,227.00
104	NPDES Compliance (Erosion Control)	1	LS	\$ 5,000.00	\$ 5,000.00
104-12	Staked Silt Fence	3,500	LF	\$ 5.50	\$ 19,250.00
110-1-1	Demolition / Clearing & Grubbing	1.00	AC	\$ 45,000.00	\$ 45,000.00
120-1	Excavation / Site Filling & Grading	7,218	CY	\$ 6.50	\$ 46,917.00
120-6	Excavation / Detention Areas	1,600	CY	\$ 9.00	\$ 14,400.00
160-4	Type 'B' Stabilization (12")	9,431	SY	\$ 3.00	\$ 28,293.00
265-706	Optional Base Group 6	9,413	SY	\$ 24.00	\$ 225,912.00
334-1-13	1-1/2" Type 12.5 SP Level C Asphalt	920	TN	\$ 96.00	\$ 88,320.00
430-174-124	Pipe Culvert	1	LS	\$ 155,000.00	\$ 155,000.00
522-1	Type D Curb	2,330	LF	\$ 26.00	\$ 60,580.00
570-1-2	Turf / Sod	7,600	SY	\$ 4.25	\$ 32,100.00
570-1-2	Irrigation	1	LS	\$ 45,000.00	\$ 45,000.00
570-1-2	Landscaping	1	LS	\$ 195,000.00	\$ 195,000.00
715-001	Sight Lighting - Parking	16	EA	\$ 17,500.00	\$ 280,000.00
711-14	Striping / Signage	1	LS	\$ 34,000.00	\$ 34,000.00
Total					\$2,995,549



Conceptual Design By:



urban design studios
Urban Planning & Design
Landscape Architecture
Communication Graphics



Site Data:

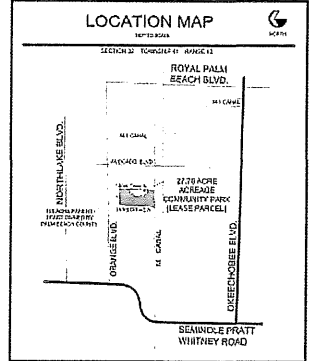
APPLICANT/OWNER	2800 311 0143
PROJECT NO.	102-0010
PROJECT NAME	ACREAGE COMMUNITY CENTER DEVELOPMENT
FILE NUMBER	2011-123
FILED DATE	08/14/11
FILED TIME	10:52 AM
FILED OFFICE	1000-1000000000
FILED COUNTY	11
FILED CITY	11
FILED ZONE	11
FILED DISTRICT	11
FILED SUBDISTRICT	11
FILED PARCEL	11
FILED LOT	11
FILED AREA	11
FILED PERCENTAGE	11
FILED TOTAL	11

Notes:

- 1. THIS INFORMATION IS FOR INFORMATION ONLY. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PALM BEACH.
- 2. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PALM BEACH.
- 3. THE APPLICANT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF PALM BEACH.

Development Team:

OWNER	ACREAGE COMMUNITY CENTER, INC. 2800 311 0143 WEST PALM BEACH, FL 33411
ARCHITECT	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
LANDSCAPE ARCHITECT	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
PLANNING	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
CIVIL ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
MECHANICAL ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
ELECTRICAL ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
STRUCTURAL ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
ENVIRONMENTAL ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
TRAFFIC ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
SOILS ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
WATER ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
SEWER ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
CONSTRUCTION ENGINEER	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411
CONSTRUCTION SUPERVISOR	REG ARCHITECTURE, INC. 2000 311 0143 WEST PALM BEACH, FL 33411



Zoning Amendments:
ZAR 2014-1534 10/03/2014 IS
ZZR 2016-0041 01/21/2016 DSG

Zoning Stamps:
PROJECT #: 05098-000
CONTROL #: 2002-019
EXHIBIT #: 7
SUPERSEDES EXH # 6
APPLICATION #: 2011-1992
DATE APPROVED: 9/14/11

PROJECT MANAGER:
D. ADELSPERGER

Partnership between
Acres Community Park South Expansion
Palm Beach County, Florida
Final Site Plan

FSP 1
of 1

EXHIBIT "B"
LEGAL DESCRIPTION
ACREAGE COMMUNITY PARK - SOUTH

A PARCEL OF LAND LYING WITHIN THE EAST ONE-HALF (1/2) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST; THENCE S02°13'40"W, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, AS A BASIS OF BEARINGS, A DISTANCE OF 2,220.84 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE S02°13'40"W ALONG SAID LINE, A DISTANCE OF 404.28 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 32; THENCE S02°11'43"W, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 1,875.78 FEET; THENCE DEPARTING SAID EAST LINE N87°48'13"W, A DISTANCE OF 265.00 FEET; THENCE N02°11'49"E, A DISTANCE OF 72.00 FEET; THENCE N81°00'00"W, A DISTANCE OF 31.00 FEET; THENCE N57°00'00"W, A DISTANCE OF 33.00 FEET; THENCE N51°00'00"W, A DISTANCE OF 56.00 FEET; THENCE N29°27'04"W, A DISTANCE OF 112.42 FEET; THENCE N55°00'00"W, A DISTANCE OF 62.00 FEET, THENCE N51°46'17"W, A DISTANCE OF 148.30 FEET; THENCE N59°17'56"W, A DISTANCE OF 97.98 FEET; THENCE N49°07'59"W, A DISTANCE OF 55.66 FEET; THENCE N03°48'08"W, A DISTANCE OF 47.35 FEET; THENCE N48°26'49"E, A DISTANCE OF 51.88 FEET; THENCE N21°16'31"E, A DISTANCE OF 45.57 FEET; THENCE N34°48'47"E, A DISTANCE OF 70.17 FEET; THENCE N15°40'46"E, A DISTANCE OF 39.78 FEET; THENCE N13°36'05"W, A DISTANCE OF 62.38 FEET; THENCE N07°12'12"E, A DISTANCE OF 44.28 FEET; THENCE N67°38'44"W, A DISTANCE OF 124.54 FEET; THENCE N02°11'49"E, A DISTANCE OF 650.85 FEET; THENCE S85°44'34"E, A DISTANCE OF 85.41 FEET; THENCE S45°07'27"E, A DISTANCE OF 40.76 FEET; THENCE N51°50'11"E, A DISTANCE OF 43.84 FEET; THENCE N31°26'33"E, A DISTANCE OF 53.27 FEET; THENCE N16°09'40"E, A DISTANCE OF 66.69 FEET; THENCE N65°25'28"E, A DISTANCE OF 45.84 FEET; THENCE N26°23'27"E, A DISTANCE OF 52.06 FEET; THENCE N45°30'18"W, A DISTANCE OF 35.68 FEET; THENCE N06°06'50"E, A DISTANCE OF 77.71 FEET; THENCE N44°48'57"E, A DISTANCE OF 73.35 FEET; THENCE N02°24'35"E, A DISTANCE OF 62.29 FEET; THENCE N11°42'05"E, A DISTANCE OF 48.75 FEET; THENCE N66°24'20"E, A DISTANCE OF 63.74 FEET; THENCE N87°48'39"E, A DISTANCE OF 62.94 FEET; THENCE N47°00'40"E, A DISTANCE OF 31.59 FEET; THENCE S48°55'25"E, A DISTANCE OF 57.58 FEET; THENCE S59°28'54"E, A DISTANCE OF 50.49 FEET; THENCE N78°53'45"E, A DISTANCE OF 47.44 FEET; THENCE S89°02'10"E, A DISTANCE OF 61.61 FEET; THENCE S79°51'19"E, A DISTANCE OF 47.95 FEET; THENCE N43°31'14"E, A DISTANCE OF 27.45 FEET; THENCE N02°13'40"E, ALONG A LINE BEING 80.00 FEET WEST OF AND PARALLEL TO THE AFOREMENTIONED EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 32, A DISTANCE OF 365.69 FEET

TO A POINT ON THE SOUTH LINE OF "PINES WEST PARK" AS DESCRIBED IN OFFICIAL RECORD BOOK 9299, PAGE 1501 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE N89°00'00"E, ALONG SAID LINE, A DISTANCE OF 80.13 FEET TO THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SECTION 32 AND THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN PALM BEACH COUNTY, FLORIDA. LESS AND EXCEPT THE FOLLOWING PARCEL OF LAND FOR ROAD RIGHT-OF-WAY PURPOSES:

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA, BEING A PROTION OF THE ACREAGE COMMUNITY PARK EXPANSION PROPERTY RECORDED IN OFFICIAL RECORD BOOK 12274, PAGES 1974-1984, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE SOUTH 02°13'42" WEST ALONG THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 2,220.84 FEET TO THE NORTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 02°13'42" WEST ALONG SAID EAST LINE, A DISTANCE OF 404.22 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32; THENCE SOUTH 02°11'51" WEST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, A DISTANCE OF 1875.78 FEET TO THE SOUTHEAST CORNER OF SAID ACREAGE COMMUNITY PARK EXTENSION PROPERTY; THENCE NORTH 87°48'09" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 02°11'51" EAST ALONG A LINE 10.00 FEET WEST OF AN PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1875,78 FEET; THENCE NORTH 02°13'42" EAST ALONG A LINE 10.00 FEET WEST OF AND PARALLEL WITH AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID SECTION 32, A DISTANCE OF 403.83 FEET; THENCE NORTH 89°59'54" EAST ALONG THE NORTH LINE OF SAID ACREAGE COMMUNITY PARK EXPANSION PROPERTY A DISTANCE OF 10.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 22,798 SQAURE FEET OR 0.5234 ACRES MORE OR LESS CONTAINING 28.459 ACRES, MORE OR LESS.

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	Cumulative
		This Submission	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