

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

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Meeting Date: **October 17, 2006**

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation Department

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: fully executed Project Agreement Amendment to Agreement (R2004-0687) for the Florida Inland Navigation District (FIND) Waterway Assistance Program Grant PB-04-110 for Burt Reynolds Phase One Development, extending the project completion date for one year, from September 1, 2006, to September 1, 2007.

**Summary:** On April 13, 2004, the Board approved a FIND Waterways Assistance Program grant Project Agreement in the amount of \$400,000 for improvements associated with the redevelopment of Burt Reynolds Park. The County requested a one year time extension due to a delay in obtaining permits for the docks. Department Director Dennis Eshleman signed the Amendment on behalf of the Board of County Commissioners as the designated liaison agent. District 1 (AH)

**Background and Justification:** Waterway Assistance Program grants are provided by the Florida Inland Navigation District. The site has been utilized as a public park for over 45 years and is a popular boat launching site serving the Jupiter Inlet. It currently features 6 boat ramps, 6 staging docks and 117 car/trailer parking spaces. Due to the park's close proximity to the Jupiter Inlet and the high demand by boaters, additional car/trailer parking spaces and related facilities are needed. The new design will allow for additional car/trailer parking and better traffic flow through the park. Expansion of boat trailer parking at this park is a high priority and was identified in the Palm Beach County, *Public Boating Needs Assessment Study, 2002.*

This project is being funded through a combination of \$200,000 Florida Recreation Development Assistance Program (FRDAP) grant, \$470,000 from the Florida Boating Improvement Program (FBIP), \$1,206,750 from Florida Inland Navigation District and \$550,000 from Park Impact Fees – Zone 1

**Attachments:**

1. Project Agreement Amendment
  2. FIND Project Number PB-04-110
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Recommended by: \_\_\_\_\_

  
Department Director

9/20/06  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

10-5-06  
Date




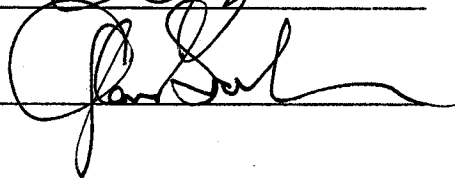
**PROJECT AGREEMENT AMENDMENT**

In consideration of the continuing mutual promises and covenants contained in that certain PROJECT AGREEMENT No. Burt Reynolds Park Phase A Development, Project #PB-04-110 between the FLORIDA INLAND NAVIGATION DISTRICT (F.I.N.D.) and Palm Beach County hereafter known as the PROJECT SPONSOR. The parties hereby agree that Paragraph 2 of said certain PROJECT AGREEMENT be deleted and the following be substituted therefore:

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and shall complete the PROJECT and submit all required payment reimbursement information on or before September 1, 2007. Pursuant to law, the PROJECT period cannot extend beyond three (3) years from October 1, 2004 and therefore this PROJECT must be completed by September 30, 2007, unless the completion of the PROJECT has been delayed by a declared natural disaster and the F.I.N.D. Board authorizes an extension of the completion date based upon this delay.

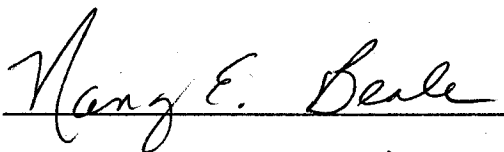
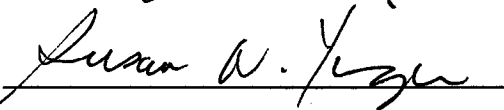
In WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5th of September, 2006.

Attest:

  
\_\_\_\_\_  
  
\_\_\_\_\_

F.I.N.D.  
  
\_\_\_\_\_  
DIRECTOR


Attest:

  
\_\_\_\_\_  
  
\_\_\_\_\_

PROJECT SPONSOR

  
\_\_\_\_\_  
CONTRACT ADMINISTRATOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
\_\_\_\_\_  
COUNTY ATTORNEY

FLORIDA INLAND NAVIGATION DISTRICT  
PROJECT AGREEMENTPROJECT NO. PB-04-110

This PROJECT AGREEMENT made and entered into this 3<sup>RD</sup> day of JANUARY, 2005 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the Palm Beach County, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this Agreement and Rule 66B-2 of the Florida Administrative Code (Exhibit "A"), the DISTRICT has determined to provide assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Burt Reynolds Park Phase A Development. Said project is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at DISTRICT headquarters.

Any modifications to the PROJECT shall require advance notice to and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this Agreement unless specifically authorized by the DISTRICT Board and shall complete the PROJECT and submit all required payment reimbursement information on or before September 1, 2006, unless the PROJECT period has been extended with the prior written approval of the DISTRICT. In no event, however, shall the PROJECT period extend beyond three (3) years from October 1, 2004. The PROJECT SPONSOR acknowledges there are no provisions to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2007, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

Any request for extension of funding beyond the date set forth in the preceding paragraph shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT

no later than July 1, 2006. This request will then be considered by the DISTRICT Board, whose decision shall be final.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute no more than Forty percent (40%) of the PROJECT SPONSOR'S out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized PROJECT COSTS as shown in Exhibit B and meeting the requirements of Paragraph 5 below and shall not, in any event, exceed \$400,000.00.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this Agreement, have provided the DISTRICT with suitable evidence of the availability of such funds using DISTRICT Form #95-01 (Exhibit C), and including upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under the Project Agreement, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B. PROJECT COSTS must be incurred and work performed within the PROJECT period, with the exception of pre-agreement costs, if any specifically identified in Paragraph 6 below, which are also eligible for reimbursement by the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this Project Agreement.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #90-14) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit A: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this Agreement.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the PROJECT AMOUNT less any prior installment payments. The Payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 90-13 (Exhibit E), and (4) submission of a photograph of the PROJECT showing the sign required by Paragraph 17. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT facility.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **NONCOMPLIANCE** - The DISTRICT shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by the PROJECT SPONSOR with any of the terms of this Project Agreement. Upon notification from the DISTRICT, the PROJECT SPONSOR shall reimburse such funds directly to the DISTRICT. The provisions of this paragraph shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this Project Agreement and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of the Project Agreement, to act on behalf of the PROJECT SPONSOR relative to the provisions of the Project Agreement.

13. **STATUS REPORTS** - The PROJECT SPONSOR'S LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit F). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit G may result in revocation of this Agreement.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state and local permits and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with state and federal statutory requirements for accessibility by handicapped persons as well as all other federal, state and local laws, rules and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision. When such is required, adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

16. **SITE DEDICATION** - The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for a minimum period of twenty-five (25) years after completion of the PROJECT, such dedication to be in the form of a deed, lease, management agreement or other legally binding document. Any change in such dedication shall

require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

17. **ACKNOWLEDGMENT** - The PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location at the completed project which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this paragraph shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit H) unless otherwise stipulated by the DISTRICT. In the event that the SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation.

18. **PROJECT MAINTENANCE** - When and where applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

19. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation or maintenance of the PROJECT.

20. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

21. **RIGHTS AND DUTIES** - The rights and duties arising under this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this Agreement nor any interest hereunder without the express prior written consent of the DISTRICT.