

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: December 19, 2006

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: **A) receive and file** fully executed Florida Inland Navigation District (FIND) Waterways Assistance Program Grant Agreement for Burt Reynolds Park Phase II Development for the period October 1, 2006, through September 1, 2008; and **B) approve** Budget Amendment of \$806,750 within the Park Improvement Fund to establish a budget for the approved grant.

**Summary:** On May 2, 2006, the Board authorized submission of a Waterways Assistance Program grant application for improvements associated with the redevelopment of Burt Reynolds Park (R2006-0794.) The Board also authorized the County Administrator or his designee to execute the grant Project Agreement (FIND # PB-06-121) and other grant forms related to this project if the grant was approved. This grant was approved by FIND, and the Project Agreement has been fully executed and is now being submitted to the Board to receive and file.

The \$2.9 million Burt Reynolds Park project includes construction of a new restroom, access road, 48 paved car/trailer parking spaces, 18 stabilized grass car/trailer parking spaces, 65 car parking spaces, group picnic pavilion, family picnic shelters, storage building, security lighting, a children's play area, and additional staging docks on the west side of the park. The \$806,750 FIND grant will be matched with funding from the \$50M GO Waterfront Access bond, the Park Improvement Fund, and Park Impact Fees – Zone 1. District 1 (AH)

**Background and Justification:** The Florida Inland Navigation District (FIND) offers grants to local governments through its Waterway Assistance Program for public recreation projects directly related to the waterways. FIND approved an \$806,750 grant for Burt Reynolds Park in order to expand boat/trailer parking and associated recreational facilities at Burt Reynolds Park. The site has been utilized as a public park for 46 years and is a popular boat launching site serving the Jupiter Inlet. Burt Reynolds Park currently features 6 boat ramps, 6 boat dock slips and 117 boat trailer parking spaces. Due to the park's close proximity to the Jupiter Inlet and its high demand by boaters, additional boat/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, 2002 Public Boating Needs Assessment Study.

**Attachments:**

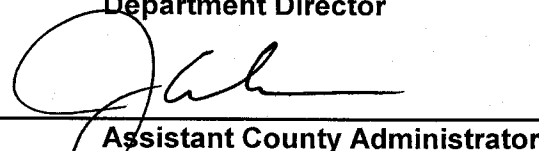
1. Project Grant Agreement
2. Budget Amendment

Recommended by: \_\_\_\_\_

  
Department Director

12/14/06  
Date

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

  
Assistant County Administrator

12-11-06  
Date



BOARD OF COUNTY COMMISSIONERS  
 PALM BEACH COUNTY, FLORIDA  
 BUDGET AMENDMENT

BGRV 581 112806\*149  
 BGEX 581 112806\*544

FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 11/27/06	REMAINING BALANCE
<b>REVENUES</b>								
3600-581-P456-3707	Grnt Ot Loc Capital Culi/Rec	400,000	400,000	806,750	0	1,206,750		1,206,750
<b>TOTAL RECEIPTS &amp; BALANCES</b>		19,851,374	18,505,472	806,750	0	19,312,222		
<b>APPROPRIATIONS</b>								
3600-581-P456-6520	Park Improvements	1,184,500	1,184,500	806,750	0	1,991,250		1,991,250
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		19,851,374	18,505,472	806,750		19,312,222		

Signatures

Date

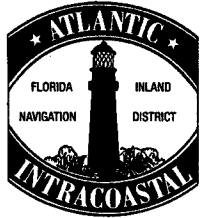
 12-4-06

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

By Board of County Commissioners  
 At Meeting of  
 December 19, 2006  
 Deputy Clerk to the Court



# FLORIDA INLAND NAVIGATION DISTRICT

November 21, 2006

Mr. Dennis Eshleman - Director  
Parks & Recreation Dept.  
Palm Beach County  
2700 6th Ave. South  
Lake Worth, FL 33461

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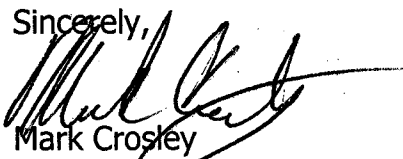
**MARK T. CROSLEY**  
ASSISTANT EXECUTIVE DIRECTOR

RE: Burt Reynolds Park – Phase II  
Project # PB-06-121; Project Agreement

Dear Mr. Eshleman:

Enclosed is your original copy of the fully executed Project Agreement for the above referenced projects. Please note the reporting requirements and project requirements referenced in this agreement.

Please contact me if I can be of any further assistance.

Sincerely,  
  
Mark Crosley  
Assistant Executive Director

**FLORIDA INLAND NAVIGATION DISTRICT  
PROJECT AGREEMENT**

PROJECT NO. PB-06-121

This PROJECT AGREEMENT made and entered into this 21<sup>st</sup> day of NOVEMBER, 2006 by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and 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 II. 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, 2008, 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, 2006. The PROJECT SPONSOR acknowledges there are no provisions to carry over the DISTRICT assistance funding under this Agreement beyond September 30, 2009, 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, 2008. 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-three percent (43%) 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 \$806,750.00.

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** - For construction projects, 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 PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other type projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

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