#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## AGENDA ITEM SUMMARY

Mee	ting Date: M	ay 5, 2009	[x]	Consent Workshop		Regular Public Hearing
Subi	mitted By: mitted For:	Engineerin County Eng	g and Public gineer	C Works		· · · · · · · · · · · · · · · · · · ·
			I.EXECU	TIVE BRIEF		
Moti	on and Title:	Staff recomm	nends moti	on to approve	• <b>:</b>	
A)	An Amenda	nent to Interloce	cal Agreeme	nt 172000 4444		e Town of Mangonia an amount not to
B)	A Budget 1 Reserves for Avenue – D	Transfer of \$6 or District 7 to listrict 7.	62,637 in the Mangonia Pa	e Transportation	on Impre Streets	ovement Fund from Lights for Boardman
entra	nce to Boardi	man Avenue	Approved 6	to the Interlocadditional six of the original Interlocation	<b>Jecorativ</b>	eement and Budget re street lights at the Agreement provided
	ct 7 (MRE)					
<b>Park (</b> The A	(IOWN) for se Amended Aare	ven decorative	street light	s to be installe	ed along	issioners approved Town of Mangonia Boardman Avenue. ative street lights at lieves this will serve
Attaci 1. 2. 3. 1. 5.	hments: Location Map Project Author Amendment Budget Trans Agreement R	orization sfer				
	nmended by:	m Ill	LA CO	Director		3/2/09 Date
-hhi O	veu by:	73 7	County I	Engineer		4/17/09 Date

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years  Grant Expenditures  Operating Costs  External Revenues  Program Income (County) In-Kind Match (County)  NET FISCAL IMPACT  2009  \$62,637	2010 -0- -0- -0- -0- -0-	2011 -0- -0- -0- -0- -0- -0-	2012 -0- -0- -0- -0- -0-	2013 -0- -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)				
Is Item Included in Current Budget? Budget Acct No.: Fund_ Dept Unit_ Program	Yes Object		No_X	
_				

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

Transportation Improvement Fund Reserve for District 7 Mangonia Pk/Decorative St Lights for Boardman Ave-Dist 7

C.	Departmental Fiscal Review:	shrellhite	
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### III. REVIEW COMMENTS

## A. OFMB Fiscal and/or Contr

contract Dev. and Contract Dev. and Contract	rol Comments:
OFMB (29-09)	Contract Dev. and Control
B. Approved as to Form and Legal Sufficiency:  Manual Manu	This amendment complies with our review requirements.
Assistant 0 1507. 9/30/ng	

**Assistant County Attorney** 11 29 09

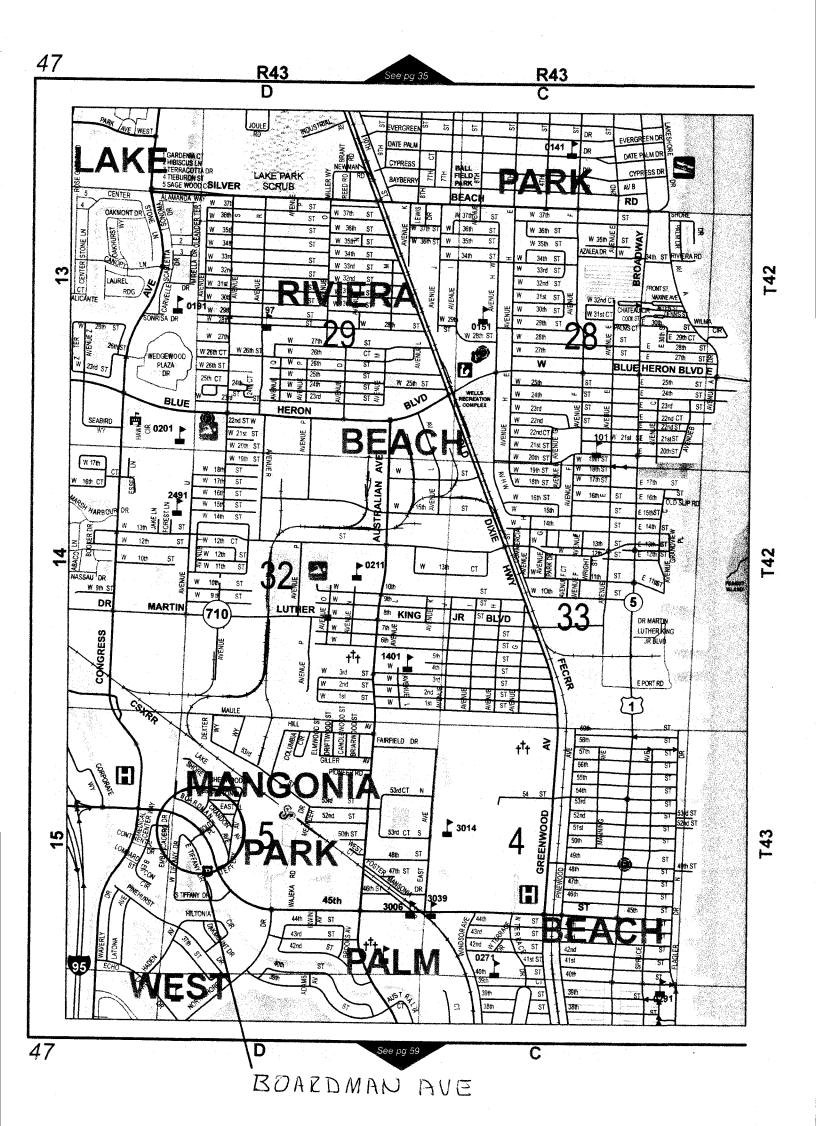
C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment.

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Page 2 of 2



#### **Owen Miley**

From:

Addie Greene

Sent:

Tuesday, March 03, 2009 3:18 PM

To:

Owen Miley; George Webb; Sherry Albury; lleffingwell@townofmangoniapark.com

Cc:

**Shirley Meeks** 

Subject:

APPROVAL OF ADDENDUM /BOARDMAN AVENUE STREET LIGHTING

Per the information that my office received from the Town of Mangonia in reference to the addendum to the Boardman street lighting agreement, this correspondence will serve as confirmation that I approve this change in the amount of, but not to exceed, \$62,637.39. This amount will cover the lighting of the entrances both sides, to Boardman Avenue. If there any questions concerning this matter, Please contact Shirley Meeks at 355-6637.

Thank You.

Shirley V. Meeks Palm Beach County, Board of County Commissioners Administrative Assistant, District VII 561-355-6637

# AMENDMENT TO THE INTER-LOCAL AGREEMENT THE TOWN OF MANGONIA PARK DECORATIVE STREET LIGHTS BOARDMAN AVENUE

THIS AMENDMENT is made to the Inter-local Agreement R2008-1419 dated September 9, 2008 with THE TOWN OF MANGONIA PARK, a municipal corporation of the State of Florida hereinafter referred to as "TOWN", and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

#### **WITNESSETH**

WHEREAS, on September 9, 2008 the TOWN and the COUNTY entered into an Inter-local Agreement R2008-1419 to provide funding to the TOWN for the installation of decorative street lights, poles, and conduit along Boardman Avenue from Jeffrey Avenue to the end in an amount not to exceed EIGHTY THOUSAND ONE HUNDRED AND THIRTY THREE DOLLARS (\$80,133) and;

WHEREAS, the TOWN has requested an additional amount of SIXTY TWO
THOUSAND SIX HUNDRED AND THIRTY SEVEN DOLLARS (\$62,637) for six
additional lights at the entrance to Boardman Avenue to complete the project; and

WHEREAS, the COUNTY and TOWN desire to amend the September 9, 2008 Interlocal Agreement R2008-1419 to increase the funding of the project by SIXTY TWO THOUSAND SIX HUNDRED AND THIRTY SEVEN DOLLARS (\$62,637) for a total amount of ONE HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS (\$142,770); and

WHEREAS, the COUNTY and DISTRICT desire that this Amendment and Agreement continue without interruption nor lapse.

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

- The Inter-local Agreement dated September 9, 2008, by and between the
   COUNTY and TOWN is hereby amended to revise paragraph 2 as follows:
  - 2. The **COUNTY** agrees to provide to the **TOWN** reimbursement funding for documented costs of the PROJECT in an amount not exceed **ONE HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED AND SEVENTY DOLLARS (\$142,770).**

Page 1 of 3

- It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.
- All other provisions of the Inter-local Agreement dated September 9, 2008
   not specifically amended herein shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

IN WITNESS WHEREOF, the parties have executed this Amendment and it is effective on the date first above written. TOWN OF MANGONIA PARK PALM BEACH COUNTY, FLORIDA, BY ITS **BOARD OF COUNTY COMMISSIONERS** John F. Koons Chairman ATTEST: ATTEST: SHARON R. BOCK, CLERK **Deputy Clerk** APPROVED AS TO FORM AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY LEGAL SUFFICIENCY **Assistant County Attorney** Date: Date:\_\_\_\_ APPROVED AS TO TERMS

**AND CONDITIONS** 

By: Allelonuell

Date: 3/26/09

2009	
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Page	1	of	1	
		~-		

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET Transfer

FUND Transportation Improvement

BGEX 031709-1227

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/17/09	REMAINING BALANCE
	GHTS BOARDMN AV-DIST 7 tributions Othr Govtl Agncy	0	80,133	62,637	0	142,770	80,133	62,63
RESERVE FOR DISTRIC 3500-368-9117-9907 Res		3,752,195	1,413,684	0	62,637	1,351,047		
				62,637	62,637			
A A A A A A A A A A A A A A A A A A A		SIGNATURE		DATE		By Board At Meeti	d of County Commi	
Engineering & Public	Works	april	lhite	3/1	1/09			
Administration / Budge	et Approval	· · · · · · · · · · · · · · · · · · ·		-				
OFMB Department – I	Posted						Clerk to the f County Commission	oners

Agenda Item #: 3-C-17

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

R-2018-1419

Meeting Date: S	eptember 9, 2008	[x] [ ]	Consent Workshop	[]	Regular Public Hearing
Submitted By: Submitted For:	Engineering and County Engineer	Public	Works		

#### **I.EXECUTIVE BRIEF**

Motion and Title: Staff recommends motion to approve:

- A) An Interlocal Agreement with the Town of Mangonia Park (Town) for decorative street lights for Boardman Avenue in the amount of \$80,133.
- B) Budget Transfer of \$80,133 in the Transportation Improvement Fund from Reserves for District 7 to Mangonia Park-Decorative Streets Lights for Boardman Avenue.

**SUMMARY:** Approval of this Interlocal Agreement and Budget Transfer will provide funds to help pay for decorative street lights on Boardman Avenue in the Town.

District 7 (MRE)

**Background and Justification:** The Town is undertaking the installation of seven decorative street lights along Boardman Avenue from Jeffrey Avenue to the end within the Town's limits. The District 7 Commissioner believes this will serve the public's best interest.

#### Attachments:

- 1. Location Map
- 2. Project Authorization
- 3. Agreement w/Exhibit "A"
- Budget Transfer

Recommended by:	n Skillelonaill	7/24/08
,	Division Director	Date
Approved by:	1. Well	élizlos
	County Engineer	Date

### II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years Grant Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2008 \$80,133 0- 0- -0- \$80,133	2009 -0- -0- -0- -0- -0- -0-	2010 -0- -0- -0- -0- -0-	2011 -0- -0- -0- -0- -0-	2012 -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget Acct No.: Fund_ D Progr	ept Unit_	Yes Object		No <u>X</u> .	

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

Transportation Improvement Fund Reserve for District 7 Mangonia Pk/Decorative St Lights for Boardman Ave-Dist 7

C.	Departmental Fiscal Review:	. Gudg	
C.	Departmental Fiscal Review:	. bugg	

#### III. REVIEW COMMENTS

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

		Control Continents.	
	OFMB SANGEN 2008	Contract Dev. and Control	F
B.	Approved as to Form	This Contract complies with our	

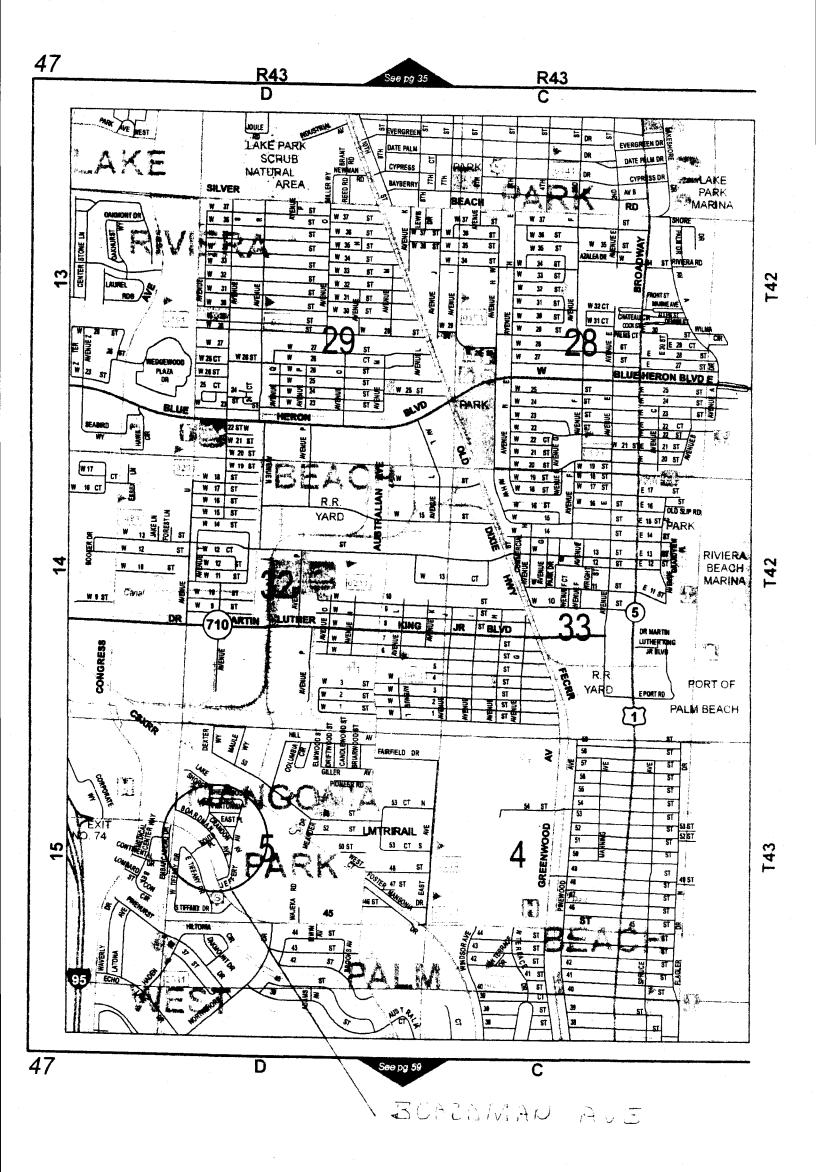
**Assistant County Attorney** 

C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment.

I:\WP\AgendaPage2\Agnpgtwo2008\00382



From:

Addie Greene

To:

Owen Miley

Date:

5/12/2008 2:08:00 PM

Subject:

CONFIRMATION OF PROJECT COST/BOARDMAN AVENUE DECORATIVE

LIGHTING/MANGONIA PARK

Per the information received from you referencing the decorative lighting project on Boardman Avenue, Mangonia Park, please allow this correspondence to serve as confirmation that I will fund this project in the amount of, but not to exceed, \$80,133.00.

If there are any questions concerning this matter, please contact Shirley Meeks at 355, 6637.

CC:

smeeks@pbcgov.com

2008 /332

Page	_1_	of	1	
				_

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET\_Transfer

#### FUND Transportation Improvement

BGEX 062608-2960

ACCOUNT NUMBER A	CCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/26/08	REMAINING BALANCE
MANGNIA PK/DEC ST LGHTS B 3500-368-1287-8101 Contribution		0	0	80,133	0	80,133	0	80,133
RESERVES FOR DISTRICT 7 3500-368-9117-9907 Res-Future	Construction	3,797,960	3,722,963	0	80,133	3,642,830	<u>.</u>	
				80,133	80,133			
		SIGNATURE		DATE		By Board At Meetin	of County Commi	
Engineering & Public Works		6	Enf		21/08		A CONTRACTOR	NTY COL
Administration / Budget Appr	roval	aturl	<u> Chite</u>	8.2	22.0K	M	Untou	QU .
OFMB Department – Posted				5 dulo8			lerk to the Conmission	ners

# INTERLOCAL AGREEMENT THE TOWN OF MANGONIA PARK DECORATIVE STREET LIGHTS FOR BOARDMAN AVENUE

R2008:1419

THIS INTERLOCAL AGREEMENT is made and entered into SER 0 9 2008 day of \_\_\_\_\_\_, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and THE TOWN OF MANGONIA PARK, a municipal corporation of the State of Florida hereinafter referred to as "CITY"

#### WITNESSETH:

WHEREAS, the CITY is undertaking the installation of decorative street lights along Boardman Avenue from Jeffrey Avenue to the end within the CITY limits hereinafter referred to as "IMPROVEMENTS"; and

WHEREAS, the IMPROVEMENTS consist of installing seven decorative street lights, poles and conduit along Boardman Avenue from Jeffrey Avenue to the end, within the CITY limits; and

WHEREAS, the COUNTY believes the IMPROVEMENTS of the street lighting serves a public purpose in the enhancement of the CITY and wishes to support the IMPROVEMENTS by providing supplemental reimbursement funding for the documented costs of the IMPROVEMENTS in an amount not to exceed EIGHTY THOUSAND ONE HUNDRED AND THIRTY THREE DOLLARS (\$80,133.00); and

WHEREAS, after the installation of the IMPROVEMENTS. The CITY shall be responsible for the all subsequent maintenance of the IMPROVEMENTS.

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

- 1. The above recitals are true, correct and incorporated herein.
- 2. The COUNTY agrees to provide to the CITY reimbursement funding for documented costs of the IMPROVEMENTS in an amount not to EIGHTY THOUSAND ONE HUNDRED AND THIRTY THREE DOLLARS (\$80,133.00).
- 3. The COUNTY agrees to reimburse the CITY the amount established in paragraph 2 for costs associated with the IMPROVEMENTS, upon the CITY's submission of acceptable documentation as provided in paragraph 6a herein below needed to substantiate its cost for the IMPROVEMENTS. The COUNTY will use its best efforts to provide said funds to the CITY on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

- 4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.
- 5. The CITY agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the IMPROVEMENTS, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.
- 6. The CITY will obtain or provide all labor and materials necessary for the design and installation of the IMPROVEMENTS. The COUNTY shall have the final determination of eligibility for reimbursement. The CITY shall furnish the Special Projects Coordinator of County's Department of Engineering and Public Works with a request for payment supported by the following:
- a. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the CITY. Said information shall list each invoice payable by the CITY and shall include the vendor invoice number, invoice date, and the amount payable by the COUNTY. The CITY shall attach a copy of each vendor invoice paid by the CITY along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the CITY's Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the CITY as indicated.
- 7. As it relates to this Agreement, the COUNTY may initiate a financial systems analysis and/or an internal fiscal control evaluation of the CITY by an independent auditing firm employed by the COUNTY or by the County Internal Audit Department at any time the COUNTY deems necessary.
- 8. The CITY agrees to be responsible for the subsequent maintenance of the IMPROVEMENTS following installation. The CITY shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, COUNTY or agency which are required for the IMPROVEMENTS.
- 9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2010, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter

unless the time for completion is extended by modification of this Agreement as provided herein.

- 10. Each party shall be liable for its own actions and negligence and to the extent permitted by law; the CITY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the CITY's negligence in connection with this Agreement or the performance by the CITY as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.
- 11. The CITY shall, at all times during the term of this Agreement, maintain appropriate insurance.
- 12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CITY certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 13. The CITY shall require each contractor engaged by the CITY for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- Workers' Compensation coverage in accordance with Florida Statutes,
   and;
- b Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- A payment and performance bond for the total amount of the
   IMPROVEMENTS in accordance with Florida Statute 255.05.
- 14. In the event of termination, the CITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the CITY; and the COUNTY may withhold any payment to the CITY for

the purpose of set-off until such time as the exact amount of damages due the COUNTY is determined.

- 15. The CITY's termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.
- 16. The **COUNTY** and **CITY** agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.
- 17. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- 18. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

#### AS TO THE COUNTY

Engineering and Public Works Department Tanya N. McConnell, P.E. Deputy County Engineer P.O. Box 21229 West Palm Beach, Florida 33416-1229

#### **AS TO THE CITY**

Town of Mangonia Park Lee Leffingwell Town Manager 1755 East Tiffany Drive Mangonia Park, Florida 33407 561-848-1235 Fax 561-848-6940

- 19. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now 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 shall preclude any other or further exercise thereof.
- 20. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by

the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

- 21. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
- 22. Each party agrees to abide by all laws, orders, rules and regulations and the CITY will comply with all applicable governmental codes during the IMPROVEMENTS.
- 23. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
- 24. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
- 25. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
- 26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
- 27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- 28. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

**IN WITNESS WHEREOF**, the parties have executed this Agreement and it is effective on the date first above written.

<b></b>	72008 1419 SEP 0 9 2008
TOWN OF MANGONIA PARK	PALM BEACH COUNTY, FLORIDA, BY ITS
	BOARD OF COUNTY COMMISSIONERS
By: Mayor	By: Addie L. Greene, Chairperson
· / /	Addie L. Greene, Chairperson
ATTEST:	ATTEST:
<b>^</b>	SHARON R. BOCK, CLERKY
By: City Clerk	By: Or Price Portion Clerk Chick
APPROVED AS TO FORM AND	APPROVED AS TO FORM AND
LEGAL SUFFICIENCY	LEGAL SUFFICIENCY
By: City Attorney	By: Month Attorney  Assistant County Attorney
Date: 6/11/2008	By: 8/26/08
	APPROVED AS TO TERMS AND CONDITIONS
	By: Hellelonaell
	Date: 7/24/08

#### PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

	(PRO	JECT)				
Grantee	rantee Request Date					
Billing #	Billing Period					
PI	ROJECT PAYM	ENT SUMMARY				
Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs			
Consulting Services						
Contractual Services	-					
Material, Supplies, Direct Purchases		<u> </u>				
Grantee Stock						
Equipment, Furniture						
TOTAL PROJECT COSTS						
Certification: I hereby certify that t was incurred for the work identified accomplished in the attached progre	as being h ss reports.	Certification: I hereby certify to as been maintained as required appears reported above, and is a sequest.	l to support the project			
Administrator/Date	F	inancial Officer/Date				
PBC USE ONLY						
County Funding Participatio	n	\$				
<b>Total Project Costs</b>		\$				
<b>Total Project Costs to Date</b>		_				
<b>County Obligation to Date</b>		\$	]			
County Retainage (%)		(\$	)			
<b>County Funds Previously Dis</b>	bursed	<b>(\$</b>				
County Funds Due this Billin	g	\$				
Reviewed and Approved by:	·					
	PBe	C Project Administrator/	Date			

#### PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

		(PROJECT)		
	Grantee	Billi		
Billing #		Billin		
Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid this Period	General Description
		ТОТ	TAL	
Certification: I hereby certification above was used in accomplish	y that the purchase noted hing the project.	clicus, a	tion: I hereby certify that bid tabuled of the purchasing documentation the costs reported above, and are	lations, executed contract, cancelled n have been maintained as required available for audit upon request.
Administrator/Date		Financial	Officer/Date	