

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: October 5, 2010

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: First Amendment to Agreement with the City of Belle Glade for funding of Belle Glade Marina Improvements – Phase I to expand the project scope, extend the project completion date from August 20, 2010, to February 20, 2011, and to add an additional County-required condition regarding the Inspector General requirements.

Summary: This First Amendment to Agreement (R2007-1362) provides a revised Exhibit A (Project Description and Cost Estimate) and expands the project scope to include dredging to Pavilion Lake, replacement of the existing force main under the boat channel, and construction of ADA walkways adjoining the northern bulkhead as reimbursable project elements. It also extends the project completion date from August 20, 2010, to February 20, 2011, in order to complete project construction and accomplish reimbursement paperwork and provides language now required in all Bond Agreements to address Inspector General requirements. All other terms of the Agreement, including the funding amount of \$2,463,600, remain the same. District 6 (PK)

Background and Justification: The County entered into an Interlocal Agreement with the City of Belle Glade on August 21, 2007, for funding of design and construction of Belle Glade Marina Project – Phase I. The marina is located on Torry Island, which also offers opportunities for passive and active recreational activities, including boating, fishing, picnicking, camping, canoeing and kayaking, nature trails, hiking, and air boating. The marina improvements were undertaken to enhance the public access to and enjoyment of water and boating activities.

This Amendment is for a time extension of six months in order for the City to complete the contracted work and additions to the project scope. The expansion of the project scope adds elements to the project that are required components for the project. The new project completion date is February 20, 2011, and the thirty-year project term until August 20, 2037, is consistent with other Bond projects.

The Amendment has been executed on behalf of the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

Attachments:

1. First Amendment to Agreement
2. Authorization by District 6 Commissioner

Recommended by:
Department Director

9/7/10
Date

Approved by:
Assistant County Administrator

9/15/10
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>				

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3038 Department 581 Unit P606
 Object 8101/8201 Program N/A

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

This Amendment is to expand the project scope, extend the project completion date, include Inspector General requirements, and has no additional fiscal impact to Palm Beach County. The budget account number for the Agreement is 3038-581-P606-8101 (KPO 581 PRCP091207*11).

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

<p><u> John O'Neil </u> OFMB SW 9/13/10 9/13/10 9/13/10</p>	<p><u> Dr. J. Jacobson </u> 9/14/10 Contract Development and Control Ed Jones 9/14/10</p>
---	---

B. Legal Sufficiency: **This amendment complies with our review requirements.**

 Paul F. F. 9/15/10
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

**FIRST AMENDMENT TO AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE CITY OF BELLE GLADE FOR FUNDING OF THE
BELLE GLADE MARINA PROJECT – PHASE I**

THIS FIRST AMENDMENT TO AGREEMENT is entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Belle Glade, a Florida municipal corporation, hereinafter referred to as "BELLE GLADE".

WITNESSETH:

WHEREAS, on August 21, 2007, COUNTY entered into an Agreement with MUNICIPALITY (R-2007-1362) to provide funding in an amount not-to-exceed \$2,463,600 for design and construction of Phase I improvements to the Belle Glade Marina (the "Project"); and

WHEREAS, MUNICIPALITY has requested that the scope of the project be revised to include boat channel dredging to Pavilion Lake, replacement of the existing force main under the Boat Channel, and construction of ADA compliant walkways adjoining the northern Bulkhead; and

WHEREAS, additional time is needed to complete the project due to the increased project scope; and

WHEREAS, the construction end date, as approved in MUNICIPALITY's Agreement with COUNTY is August 20, 2010; and

WHEREAS, MUNICIPALITY has requested that COUNTY expand the scope of the Project to include the additional project elements and extend the project end date by six months to allow for completion of the construction and submission of the required project completion documentation; and

WHEREAS, COUNTY is required to add language into all Agreements and amended Agreements to ensure that language relative to Inspector General requirements is included; and

WHEREAS, both parties desire to amend the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. The Project Description and Cost Estimate in Exhibit "A" of the Agreement shall be replaced with the attached revised Exhibit "A" to expand the scope of the Project.

2. Section 2.06 of the Agreement shall be amended to delete "MUNICIPALITY agrees to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the execution of this Agreement by the parties hereto." and to insert "MUNICIPALITY will use its best efforts to totally complete the Project and open same to the public for its intended use by February 20, 2011.

3. Article 6 of the Agreement shall be deleted and the following revised language shall be inserted:

"ARTICLE 6. ACCESS, AUDITS, AND INSPECTOR GENERAL

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the construction of the Project for at least five (5) years after the end of

the fiscal year in which the final payment is released by COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

The COUNTY has established the Office of the Inspector General, Ordinance R2009-049, which is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. All parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including receiving access to records relating to this Interlocal Agreement. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the parties hereto, their officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

4. Except as provided herein, each and every other term of the Agreement shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

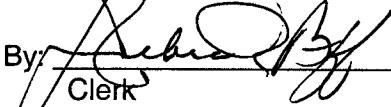
IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST:

SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

ATTEST:

By: 
Clerk


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
MUNICIPALITY Attorney

PALM BEACH COUNTY, FLORIDA, BY IT BOARD OF COUNTY COMMISSIONERS

By: _____
Burt Aaronson, Chair

CITY OF BELLE GLADE

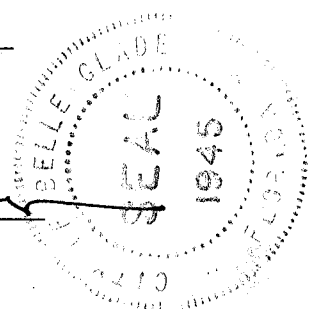
By: 
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
COUNTY Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: 
Dennis L. Eshleman, Director
Parks and Recreation Department



**REVISED PROJECT DESCRIPTION AND COST ESTIMATE
BELLE GLADE MARINA IMPROVEMENTS – PHASE I
July 20, 2010**

Revised Project Description

The City of Belle Glade, Florida (the "City") is located at the southeast side of Lake Okeechobee, the second largest freshwater lake in the United States. The City's public marina and campground are situated on Torry Island, which is located inside the Herbert Hoover Levee on the southeast corner of the lake. The City facilities on Torry Island offer direct public access to the rich flora and fauna of Lake Okeechobee. Torry Island also offers opportunities to provide passive and active recreational activities, including, boating, fishing, picnicking, camping, canoeing and kayaking, nature trails, hiking and air boating.

In order to enhance the public access to and enjoyment of water/boating activities, the City proposes to design and construct the following improvements at the marina:

- Design, Engineering and Permitting Fees
- Contract Administration
- Existing boat ramps (6 lanes)
 - Renovate concrete ramps
 - Replace fixed piers (3) with floating piers (3)
 - Construct floating staging docks on both sides of ramps
 - Construct a rain shelter
 - Construct second access drive at south end
 - Construct additional auto-trailer spaces (100 total)
 - Construct curbing, pedestrian walks and wheel stops
 - Install fish cleaning station
 - Install landscape enhancements, pavement striping and signage
 - Install benches (3) and trash receptacles
- Existing picnic area (east side of marina)
 - Construct bulkhead, walk and handrail
 - Install fish cleaning station
 - Construct floating temporary dockage
 - Install benches (3) and trash receptacles
- Pavilion Lake area (west side of marina)
 - Cut pedestrian trail in two locations and install pedestrian bridges to allow boat access to Pavilion Lake
 - Construct floating staging docks
 - Construct floating fishing pier
 - Construct secured boat/trailer storage area
 - Install fish cleaning station
 - Construct pedestrian walks
 - Install benches (3) and trash receptacles
- Install Landscape Enhancements
 - Entrance road to marina and campground
 - Around boat/trailer storage area
 - At boat ramps parking

In addition, the project is being amended to include the following project elements:

- **Boat Channel Dredging to Pavilion Lake**
- **Replacement of the Existing Force Main under the Boat Channel**
- **Construction of ADA Walkways adjoining the Northern Bulkhead**

Cost Estimate

- \$2,463,600

Susan Yinger

To: Susan Yinger
Subject: FW: Belle Glade Marina Amendment

From: Johnnie Easton
Sent: Monday, August 30, 2010 9:43 AM
To: Susan Yinger
Subject: RE: Belle Glade Marina Amendment

Susan,

Commissioner Santamaria strongly supports the expansion and extension of the project. Please prepare the necessary agenda items for the Board to consider.

Thanks!

Johnnie Easton
Administrative Assistant to
Jess R. Santamaria
Palm Beach County Commission
(561) 355-6300
Fax (561) 355-4366