

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 15, 2011

Consent

Regular

Ordinance

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 Tri-Party Agreement with the City of Boca Raton and The Children's Museum, Inc., for funding of the design and construction of the Rickards House at the Children's Museum of Boca Raton campus to extend the project completion date from January 12, 2011, to December 31, 2011.

**Summary:** This First Amendment to Agreement (R2009-0123) provides an extension of the Project completion date from January 12, 2011, to December 31, 2011. The funding amount of \$330,000 remains unchanged. The Amendment also includes Inspector General requirements, as now required in all County contracts. Funding is from the 2002 Recreational and Cultural Bond. The Project is one hundred percent funded by the County. District 4 (PK)

**Background and Justification:** On January 13, 2009, the County entered into a Tri-Party Agreement with the City of Boca Raton, as property owner and lessor, and The Children's Museum, Inc., to provide funding in an amount not-to-exceed \$330,000 for design and construction of the Rickards House at the Children's Museum of Boca Raton campus. The Rickards House facility will be used as an adjunct to the Museum, and will feature a first floor music hall with an open exhibit, program, and performance area. The second floor will contain a grand room that will be available for use by community groups seeking meeting space and for special presentations. The second floor will also contain a resource library, house archives, and provide an administrative office and a restroom.

The Amendment extends the time frame of the project from January 12, 2011, to December 31, 2011, in order to allow sufficient time for all aspects of project completion and submission of required reimbursement documentation to the County. The Amendment also contains language relating to the Inspector General's office that is now required in all County contracts.

The estimated construction cost for the facility remains at \$330,000 for architectural design, construction of a 3,000 square foot, two-story house including all interior and exterior features, integrated water/sewage/irrigation, drainage system, utility lines and easements, excavation, and earthwork. The Amendment has been executed on behalf of the City of Boca Raton and The Children's Museum, Inc., and now needs to be approved by the Board of County Commissioners.

**Attachment:** First Amendment to Agreement

Recommended by:   
Department Director

1/18/2011  
Date

Approved by:   
Assistant County Administrator

1-31-11  
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) 0

Is Item Included in Current Budget? Yes      No       
 Budget Account No.: Fund      Department      Unit       
 Object      Program N/A

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

✱ There is no additional fiscal impact created by this Amendment. Agreement is encumbered with document # KPO 581 PRCP012709\*2 (3019-581-P681-8201).

C. Departmental Fiscal Review:     ckopelakis    

III. REVIEW COMMENTS

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

<p>OFMB <u>    M. Diaz 11/21/2011    </u></p> <p><i>11/21/11 dx</i></p>	<p><u>    Dr. J. Jacobson 11/24/11    </u></p> <p>Contract Development and Control</p>
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B. Legal Sufficiency: *11/21/11 dx*

    Paul F. [Signature] 11/31/11      
 Assistant County Attorney

**This amendment complies with our review requirements.**  
*The effective date is retroactive.*

C. Other Department Review:

\_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

This summary is not to be used as a basis for payment  
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**FIRST AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY, THE CITY OF BOCA RATON, AND THE CHILDREN'S MUSEUM, INC. FOR DESIGN AND CONSTRUCTION OF THE RICKARDS HOUSE AT THE CHILDREN'S MUSEUM OF BOCA RATON CAMPUS**

**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", the City of Boca Raton, a Florida Municipal Corporation, hereinafter referred to as "MUNICIPALITY", and The Children's Museum, Inc. a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "AGENCY".

**WITNESSETH:**

**WHEREAS**, on January 13, 2009, COUNTY entered into an Agreement with AGENCY (R-2009-0123) to provide funding in an amount not-to-exceed \$330,000 for design and construction of the Rickards House at the Boca Raton Children's Museum campus in Boca Raton to be completed on or before January 13, 2011; and

**WHEREAS**, AGENCY has requested that an extension of the Project completion time of approximately six months in order to complete the Project and provide reimbursement documentation to COUNTY; and

**WHEREAS**, COUNTY is now required to add project completion milestone language and Inspector General Requirements language into all Agreements and amended Agreements; and

**WHEREAS**, all parties desire to amend the Agreement.

**NOW THEREFORE**, the parties hereby agree as follows:

1. Section 2.06 of the Agreement shall be amended to read "AGENCY agrees to totally complete the project on or before and open same to the public for its intended use by December 31, 2011."
2. Article 6 of the Agreement shall be deleted and the following language shall be inserted:

**"ARTICLE 6: ACCESS, AUDITS, AND INSPECTOR GENERAL**

AGENCY 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 AGENCY 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 R-2009-049, 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."

3. 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

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Karen T. Marcus, Chair

**ATTEST:**

**CITY CLERK**

By: Susan S. Saxton  
Assistant City Clerk

**CITY OF BOCA RATON**

By: Arian Whaley  
Mayor

**WITNESSES:**

Peggy Mercer  
Mary Siddons

**THE CHILDREN'S MUSEUM, INC.**

By: Penny Moray  
Name: (Type or Print)  
President, Board of Directors  
Title  
Penny Moray  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Agency Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: Eric Call  
Eric Call, Director  
Parks and Recreation Department