

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 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 receive and file: fully executed First Amendment to Grant Agreement with the Palm Beach Metropolitan Planning Organization (MPO) for a water taxi shelter at DuBois Park extending the project completion date from December 31, 2010, to November 30, 2011.

Summary: On June 8, 2010, the Board approved a Grant Agreement, R-2010-0921, with MPO to construct a water taxi shelter at DuBois Park. Due to environmental permitting delays, the County requested an eleven (11) month time extension to complete the project. The time extension was granted, and the fully executed First Amendment to Grant Agreement is now being submitted to the Board to receive and file. There are no other changes to the terms of the Agreement as a result of the First Amendment. District 1 (AH)

Background and Justification: In June of 2010, the Board approved a grant for \$65,000 to construct a water taxi shelter at DuBois Park. The Board also authorized the County Administrator or his designee to execute all future time extensions, task assignments, minor amendments, and other necessary forms and certification during the term of the Grant Agreement that do not change the scope of work or terms and conditions of the Agreement.

The water taxi shelter is part of the larger DuBois Park Marina and Shoreline Stabilization Project. Water taxis using the DuBois Park docking facilities will provide riders an alternative means of transportation for access to DuBois and Jupiter Beach parks for picnicking, fishing, beach access, and snorkeling. Funding for this grant is from the U.S. Department of Transportation, Ferry Boat Discretionary Program, through the State of Florida Department of Transportation, and is administered by the MPO.

Attachment: First Amendment to Grant Agreement

Recommended by: 
Department Director

7/20/11
Date

Approved by: 
Assistant County Administrator

8/1/11
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)	_____	_____	_____	_____	_____

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 fiscal impact associated with this item as the Amendment is for a time extension only.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB

Contract Development and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

**FIRST AMENDMENT TO
GRANT AGREEMENT
BY AND BETWEEN
PALM BEACH METROPOLITAN PLANNING ORGANIZATION
AND
PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
(RELATING TO DUBOIS WATER TAXI SHELTER)**

THIS FIRST AMENDMENT is made and entered into this 16 day of June, 2011, by and between the Palm Beach Metropolitan Planning Organization, a Florida body politic created pursuant to Chapters 163 and 339, F.S., (hereinafter referred to as the "MPO") and Palm Beach County, a political subdivision of the State of Florida, by and through its Director of Parks and Recreation, on behalf of the Palm Beach County Board of County Commissioners, (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, on June 8, 2010, the parties entered into a Grant Agreement (Agreement) under which the MPO agreed to make certain grant funds the MPO was eligible to receive under a Joint Participation Agreement (JPA) with Florida's Department of Transportation (FDOT) for the creation of a countywide water taxi transit system, available to Grantee for the purpose of reimbursing Grantee for certain costs the Grantee would incur in the design, construction, and installation of a water taxi shelter facility (Facility) at the DuBois Park site in Jupiter, Palm Beach County, Florida (also referred to as the "Project"); and

WHEREAS, under the JPA, all requests for reimbursement of authorized Project costs were to be submitted no later than December 31, 2010; and

WHEREAS, the MPO requested and FDOT agreed to extend the duration of the JPA to November 30, 2011; and

WHEREAS, the MPO is willing to extend the Project's completion date to November 30, 2011, and the parties have agreed to extend the period during which invoices may be submitted and to modify certain other provisions of the Grant Agreement so that the Agreement is consistent with the new completion date.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and the Grantee agree as follows:

1. Section 3. Representatives and Contract Monitor of the Agreement is amended to provide as follows:

Section 3. Representatives and Contractor Monitors: The MPO's representative and contract monitor during the term of the Agreement shall be the Director of the MPO, whose telephone number is 561-684-4170. The Grantee's representative and contract monitor during the term of this Agreement shall be its Director of Parks and Recreation, Eric Call, whose telephone number is 561-966-6614.

2. Section 4. Effective Date and Term of the Agreement is amended to provide as follows:

Section 4. **Effective Date and Term:** This Agreement shall take effect upon execution by the parties and shall remain in full force and effect until February 28, 2024;

provided, however, that certain provisions of a continuing nature, including but not limited to, those relating to the use and operation of the Facility, discrimination, compliance with laws, hold harmless and indemnity obligations, and the provision of information and data shall survive the expiration of the Agreement. By November 30, 2011, the Project shall be completed, and the Facility shall be open to and fully accessible by the public on or before February 28, 2012. All invoices for reimbursement for work completed hereunder shall be submitted to the MPO no later than December 31, 2011. In addition, the Grantee understands, acknowledges and agrees that invoices submitted for any work completed after November 30, 2011, shall not be eligible for reimbursement under this Agreement, unless this provision is waived by the MPO's Contract Monitor with the concurrence of FDOT.

3. The parties acknowledge that the term of the JPA between FDOT and the MPO has been extended to November 30, 2011. Accordingly, Attachment C to the Agreement is modified by adding to it the document attached hereto and labeled as "JPA Time Extension to November 30, 2011" and Paragraph A of Section 6. **FDOT Funding and Control, and Other Obligations Related to Grantee's Status** is amended to provide as follows:

Section 6. FDOT Funding and Control, and Other Obligations Related to Grantee's Status:

A. The Grantee acknowledges that this Grant Agreement and the MPO's activities hereunder are paid for from funds the MPO has or will receive from FDOT under the JPA. Accordingly, the Grantee agrees that its expenditure of the grant funds will be subject to the same terms and conditions of the JPA applicable to the MPO's receipt and expenditure of the grant funds. The Grantee further acknowledges its receipt of the following documents: 1) A copy of the JPA which is attached hereto as Attachment C, which also includes a copy of the document extending the terms and conditions of the JPA to November 30, 2011; and 2) FDP information from the USDOT FHWA, attached hereto as Attachment D. Grantee shall not perform any act or refuse to comply with any MPO direction or request which would cause the MPO to be in violation of any term or condition of the JPA, contribute to or cause the FDOT to seek to terminate the JPA, or cause FDOT to request the return of any FDOT funds provided to the MPO. Grantee will immediately remedy, at its sole cost and expense, any deficiency or violation of the JPA found by the MPO upon notice of such from the MPO or the MPO may unilaterally terminate this Agreement.

4. Section 19. Prohibition of Discrimination is amended to provide as follows:

Section 19. Prohibition of Discrimination: Grantee represents and warrants that it will not discriminate in its performance of the Project and use of the Facility, and that its operators, permittees, employees and members of the general public utilizing the Facility will be treated equally and without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, handicap, age, familial status, marital status, national origin or ancestry.

5. FDOT may require the MPO to agree and assure FDOT that the Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of Grantee's employees and the employees of Grantee's subcontractors. In the event employment verification is required by either FDOT or the MPO, the Grantee agrees that it will utilize the System to verify the employment eligibility of its employees, that it will require any subcontractor used in the performance of the Project to verify the

employment eligibility of its employees, and that it shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the MPO and FDOT, as may be required by the MPO.

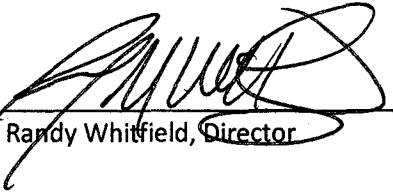
6. Except as added to or amended herein, all other terms of the Grant Agreement amended, are hereby confirmed and shall remain in full force and effect. In the event of a conflict between this First Amendment and any other provision of the Agreement, this First Amendment shall control and be given precedence over the conflicting provision.


(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Grantee and MPO have hereunto set their hands to this Fourth Amendment, the day and year first above written.

Attest:

Palm Beach Metropolitan Planning Organization

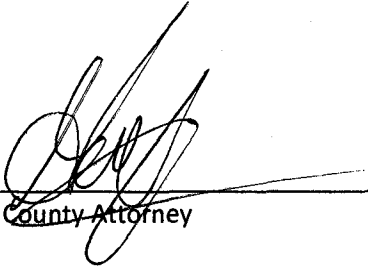
By: 
Randy Whitfield, Director

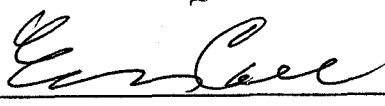
By: 
Robert Friedman, Chair

Attest:

Approved as to Form & Legal Sufficiency

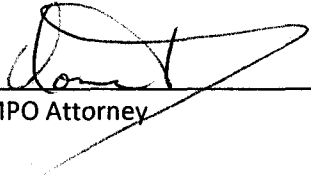
Palm Beach County Florida, for its
Board of County Commissioners,
by its Director of Parks and Recreation

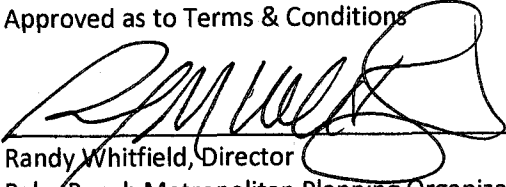
By: 
County Attorney

By: 
Eric Call, Director
Parks & Recreation

Approved as to Form & Legal Sufficiency

Approved as to Terms & Conditions


MPO Attorney


Randy Whitfield, Director
Palm Beach Metropolitan Planning Organization

Attachment C

JPA Time Extension to November 30, 2011



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

MEMORANDUM

DATE: November 30, 2010

TO: Mr. Randy M. Whitfield, P.E.
Palm Beach MPO Director
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411

FROM: Lauren Rand

SUBJECT: EXTENSION OF TIME-Joint Participation Agreement - Water Taxi Grant

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated August 18, 2004 and any supplementals thereto will expire on December 31, 2010.

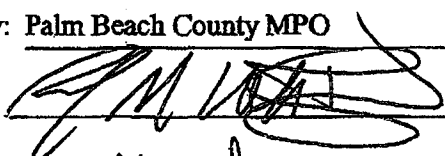
In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until November 30, 2011 for the following reason(s): - see attached documentation.

Agency: Palm Beach County MPO

Date: 11-30-10

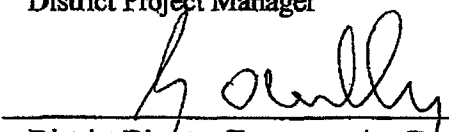
By:
APPROVED:



Title: DIRECTOR


District Project Manager

Date: 12/9/10


District Director Transportation Development

Date: 11-9-10