

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 1, 2011

Consent

Regular

Workshop

Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Interlocal Agreement (R2011-0645) with the City of West Palm Beach for the use of Currie Park as a staging site for the County's South Cove Natural Area Restoration Project.

Summary: On October 17, 2011, the City of West Palm Beach approved the First Amendment to the Interlocal Agreement, which provides an alternate staging location within Currie Park. District 7 (AH)

Background and Justification: On May 3, 2011 the Board approved the Interlocal Agreement (R2011-0645) with the City to utilize Currie Park as a staging area for the South Cove Restoration Project. Residents adjacent to Currie Park object to the current staging site. The City has obliged the residents and the County by providing an alternate location within the Park that works for all. Under the Agreement, the City allows the County's contractor use of Currie Park as a temporary staging area for the transfer of materials onto barges. The County issued the Notice to Proceed for the restoration project in August 2011, with project completion scheduled for April 2012.

Attachment:


1. First Amendment to the Interlocal Agreement

Recommended by:


Department Director

10/17/11
Date

Approved by:


County Administrator

10/20/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	*	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No _____		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	
	Program _____				

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

*No fiscal impact associated with this item.

C. Department Fiscal Review:

JF

III. REVIEW COMMENTS

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

<p><i>[Signature]</i> _____ OFMB <i>JD</i> 10/18/11</p>	<p><i>[Signature]</i> _____ Contract Development and Control 10-24-11 <i>B. Wheeler</i></p>
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B. Legal Sufficiency:

[Signature]

Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

Contract No. 10631.001

Res. 277-11

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH
AND PALM BEACH COUNTY
FOR THE SOUTH COVE RESTORATION STAGING AREA**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR THE SOUTH COVE RESTORATION STAGING AREA ("Amendment") is entered into by and between the CITY OF WEST PALM BEACH ("City"), and PALM BEACH COUNTY ("County").

RECITALS

- A.** The City and County previously entered into that certain Interlocal Agreement for South Cove Restoration Staging Area dated May 3, 2011 ("Agreement") granting a license to the County to use a portion of Currie Park as a staging area for the Project. All initially capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
- B.** The City and County desire to amend the Agreement to modify the location of the Staging Area, the permitted hours for the staging operations and other operational requirements.

AGREEMENT

In consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and County hereby agree as follows:

- 1. Recitals.** City and County hereby acknowledge and agree that the recitals set forth in this Amendment are true and correct in their entirety.
- 2. Staging Area.** Effective as of the date this Amendment is fully executed by the parties, the Staging Area shall be relocated to the location described in Exhibit "A" attached to this Amendment.
- 3. Hours of Operation.** The County shall be permitted to use the Staging Area seven (7) days per week, including holidays, between the hours of 7:00 a.m. to 7:00 p.m. on Monday through Friday and between 8:00 a.m. and 8:00 p.m. on weekends and holidays for the transport of fill and materials to the Project Site.
- 4. Conditions of License.** Section 1.2 is deleted in its entirety and replaced with the following conditions.

"Conditions of License. The County shall

- a. Store no more sand and rock than can be contained below the fence level and inside the fenced in Staging Area.

- b. Hold a pre construction meeting with its contractor for the Project and the City prior to mobilization.
- c. Submit an operation plan for City approval prior to mobilization which shall, at a minimum, include security and signage, protection of existing utilities and resources, traffic maintenance plan, equipment list, construction schedule and post construction site restoration.
- d. Fence off the Staging Area with chain link fence with windscreen for dust control and silt fencing to contain the Staging Area prior to mobilization. County shall water down the Staging Area as necessary to maintain dust control.
- e. County shall install silt fencing and comply with Best Management Practices around areas adjacent to the water and flow paths to any stormwater inlet prior to mobilization.
- f. Install protection barriers around all trees and light poles within the Staging Area prior to mobilization.
- g. Mark all utilities in the Staging Area prior to mobilization.
- h. Maintain pedestrian access on existing sidewalks and trails within Currie Park.
- i. County shall provide project management including daily inspections and construction oversight.
- j. Obtain and provide copies to the City of all required permits for the Staging Area.
- k. Install a kiosk, in a location designated by the City within Currie Park, for the display of all permits, project information, project schedule and County contact information.
- l. Repair damage caused by the County's use of the Park including but not limited to resodding, irrigation replacement, hardscape repairs (including fishing pier, sea wall, curb cuts and sidewalk replacements), signage replacements, and repair and replace damaged trees and other landscaping materials."

5. Effect of Amendment. Except to the extent the Agreement is modified by this Amendment, the terms and provisions of the Agreement shall remain unmodified and in full force and effect.

6. Construction. In the event of a conflict between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment shall govern and prevail.

IN WITNESS WHEREOF, the City and County have caused this Amendment to be executed the day and year set forth below.

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

By: _____

Date: _____

ATTEST:

By: _____
County Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: Anne Helgand
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

Robert Robbins
ROBERT ROBBINS, DIRECTOR
PBC DEPT. OF ENVIRONMENTAL
RESOURCES MANAGEMENT

ATTEST:
By: Jan Slep
City Clerk

**CITY OF WEST PALM BEACH,
FLORIDA**

By: Geraldine Muoio
Geraldine Muoio, Mayor

Date: 10/17/11

Office of the City Attorney
Approved as to form and legality
By: DR

EXHIBIT
A



Staging Area
130'x100'

©2010 Google™

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26°44'06.00" N 80°02'57.64" W elev 1 ft

Image Date: 3/21/2011 1995

Eye alt 896 ft

