

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 15, 2012

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 Interlocal Agreement with the Town of Lantana in an amount not-to-exceed \$300,000 for the funding of Sportsman's Park Improvements to extend the project completion date from June 15, 2012, to December 15, 2015, and to add Project Milestones and conditions regarding Inspector General requirements.

Summary: This First Amendment to Agreement, R2009-1012, extends the project completion date by 42 months in order to allow time for the completion of construction of the Ocean Avenue Bridge prior to commencing construction of the Lantana Sportsman's Park Improvements Project (the "Project"). The Amendment also adds Project Milestones and Inspector General requirements, as now required for County bond funding Agreements. All other terms of the Agreement, including the funding amount of \$300,000, remain the same. Funding is from the 2004 \$50 Million General Obligation Waterfront Access Bond referendum. District 4 (PK)

Background and Justification: The County entered into an Interlocal Agreement with the Town of Lantana on June 16, 2009, for funding of improvements to Sportsman's Park, which include the design and construction of three sets of docks to be located on both sides of the existing boat ramp. Construction of the new Ocean Avenue Bridge has recently commenced, and construction of boat docks at Sportsman's Park at this time would directly conflict with the bridge's construction. The Project design is complete, but the Project will need to be re-bid upon completion of the Ocean Avenue Bridge in approximately two years. The additional 42 months to the Project completion date allows 24 months for the Ocean Avenue Bridge completion, six months for re-bidding the Project, and 12 months for Project construction, as outlined in the Project Completion Milestones included in this Amendment. The new Project completion date is December 15, 2015. The Project compliance term of 30 years from approval of the funding Agreement, i.e., June 15, 2039, remains unchanged.

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

Attachment: First Amendment to Agreement

Recommended by: 
Department Director

4-18-12
Date

Approved by: 
Assistant County Administrator

5/15/12
Date

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE TOWN OF LANTANA FOR FUNDING OF
SPORTSMAN'S PARK IMPROVEMENTS**

THIS FIRST AMENDMENT TO INTERLOCAL 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 Town of Lantana, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on June 16, 2009, COUNTY entered into an Interlocal Agreement with MUNICIPALITY (R-2009-1012) to provide funding in an amount not-to-exceed \$300,000 for design and construction of Sportsman's Park Improvements; and

WHEREAS, additional time is needed to commence project construction at this time due to the conflicting construction timeframe of the new Ocean Avenue Bridge, which is under construction, but will take approximately two years to complete; and

WHEREAS, the construction end date for the Sportsman's Park Improvements Project, as approved in MUNICIPALITY's Interlocal Agreement with COUNTY is June 15, 2012; and

WHEREAS, MUNICIPALITY has requested that COUNTY extend the project end date by forty two (42) months to allow time for completion of the Ocean Avenue Bridge prior to commencing construction of the Sportsman's Park Improvement Project; and

WHEREAS, COUNTY is required to add language into all Agreements and amended Agreements that includes Project Milestones to ensure timely completion of the project construction and to add language relative to County Inspector General requirements; and

WHEREAS, both parties desire to amend the Interlocal Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 2.06 of this Interlocal 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 Interlocal Agreement by the parties hereto." and to insert "MUNICIPALITY shall commence Project upon completion of the Ocean Avenue Bridge construction Project, and agrees to meet the following Milestones for Project construction and completion:

Milestone #1: Municipality shall award the bid for construction of the Project and commence Project construction no later than thirty (30) months from date of execution of this First Amendment to Interlocal Agreement by the parties hereto.

Milestone #2: Municipality shall complete the Project and open same to the public for its intended use within forty two (42) months from the date of execution of this First Amendment to Interlocal Agreement by the parties hereto."

2. Article 6: "Access and Audits to the Agreement" shall be amended to be deleted and replaced with the following:

"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 the 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.

COUNTY has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the MUNICIPALITY, its officers, agents, employees and lobbyists in order to ensure compliance with contractual requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor."

3. Except as provided herein, each and every other term of this Interlocal 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 IT BOARD OF COUNTY COMMISSIONERS

By: _____
Shelley Vana, Chair

ATTEST:

By: Rami Sreft
Deputy Clerk

TOWN OF LANTANA
By: Daryl J. Stend
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
MUNICIPALITY Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
COUNTY Attorney

APPROVED AS TO TERMS AND CONDITIONS

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER World Risk Management, LLC 141 Terra Mango Loop Ste A Orlando FL 32835	CONTACT NAME: Patti Dirmyer PHONE (A/C, No, Ext): (407) 445-2414 E-MAIL ADDRESS: patti_dirmyer@wrmlc.com PRODUCER CUSTOMER ID #:	FAX (A/C, No): (407) 445-2868
	INSURER(S) AFFORDING COVERAGE	
INSURED Town of Lantana 500 Greynolds Circle Lantana FL 33462	INSURER A: PRM/One Beacon Insurance	NAIC # 21970
	INSURER B: PRM/Tower Insurance Co	44300
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1072000317 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRM 09-012	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PRM 09-012	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	PRM 09-012	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Auto Physical Damage			PRM 09-012	10/1/2011	10/1/2012	Comp \$1000 Ded Coll \$1000 Ded.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
With respects to the listed coverages held by the named insured, as evidence of insurance, regarding the per written requirement of a grant.

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County 301 N. Olive Ave West Palm Beach, FL 33401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Andrew Cooper/PATTI <i>A. Cooper</i>

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