

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 20, 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 City of Lake Worth for funding of the Bryant Park Boat Ramp Improvement Project to extend the project completion date, revise the project's cost estimate and match funding, and update the required language regarding the Inspector General.

Summary: This First Amendment to Interlocal Agreement, R2010-1546, provides a revision to Exhibit A (Project Description and Cost Estimate) and increases the project's total cost as well as the City of Lake Worth's funding match requirement. It also extends the project completion date from October 4, 2012, to December 31, 2012, in order to complete project construction. In addition, this amendment provides language now required in all bond agreements to address Inspector General requirements. All other terms of the Agreement, including the County funding amount of \$200,000, remain the same. Funding is from the 2004 \$50 Million GO Waterfront Access Bond referendum. District 3 (PK)

Background and Justification: The County entered into an Interlocal Agreement with the City of Lake Worth on October 5, 2010, for funding of improvements to the boat ramps at Bryant Park located on the Intracoastal Waterway in Lake Worth. These improvements include permitting, demolition and debris removal, concrete apron and walls, two floating docks and pilings, and a six-boat aluminum floating staging dock and pilings.

Due to unforeseen circumstances, the City anticipates that the total project cost will increase from \$427,140 to \$505,852. This additional cost requires the City to increase their funding to this project by \$78,712. This Amendment also provides for a time extension in order for the City to complete the contracted work. The new project completion date is December 31, 2012. The project term of the Interlocal Agreement remains until October 5, 2040, which is the standard 30 year term for bond agreements.

The First Amendment has been executed on behalf of the City of Lake Worth, and now needs to be approved by the Board.

Attachment: First Amendment to Interlocal Agreement

Recommended by: 
Department Director

10/22/2012
Date

Approved by: 
Assistant County Administrator

10/30/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
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	* -0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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

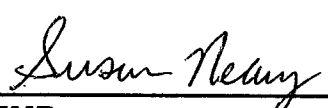
B. Recommended Sources of Funds/Summary of Fiscal Impact:

* This Amendment has no additional fiscal impact to Palm Beach County. The budget account number for the Agreement is 3038-581-P729-8101 (KPO 581 PRCP120110*6).

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

 10/25/12
 OFMB 10/24/12

 10/29/12
 Contract Development & Control

B. Legal Sufficiency:

 10/29/12
 Assistant County Attorney

C. Other Departmental Review:

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE CITY OF LAKE WORTH FOR FUNDING OF THE BRYANT
PARK BOAT RAMP IMPROVEMENT PROJECT**

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 Lake Worth, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on October 5, 2010, COUNTY entered into an Interlocal Agreement with MUNICIPALITY (R2010-1546) to provide funding in an amount not-to-exceed \$200,000 to construct improvements to the Bryant Park boat ramps (the "Project"); and

WHEREAS, unforeseen circumstances arising during construction require additional expenditures for engineering services and construction costs; and

WHEREAS, the Project cost has increased and the parties have determined that it is necessary to revise the "Project Description and Cost Estimate" contained within Exhibit A to the Agreement; and

WHEREAS, due to these unforeseen circumstances arising during construction, MUNICIPALITY has requested a time extension until December 31, 2012, to allow for construction completion; and

WHEREAS, both parties desire to amend the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. The page labeled as the "Project Description and Cost Estimate" contained within "Exhibit A" of the Agreement is deleted and replaced with the page identified as "Project Description and Cost Estimate" attached to this First Amendment as Attachment 1.
2. Section 1.04 of the Agreement shall be amended to delete "MUNICIPALITY agrees to provide funding in an amount of \$227,140 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$227,140." and to insert "MUNICIPALITY agrees to provide funding in an amount of \$305,852 or greater to complete the Project. The parties agree that COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$305,852".
3. Section 2.01 of the Agreement shall be amended to delete "MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations. MUNICIPALITY agrees to meet design and construction milestones in Article 2 and to complete the Project within twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY'S failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement, and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement." and to insert "MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part

hereof, and with all applicable federal, state and local laws, rules and regulations. MUNICIPALITY agrees to meet design and construction milestones in Article 2 and to complete the Project by December 31, 2012 by the parties hereto. MUNICIPALITY'S failure to meet design and construction milestones shall be deemed an event of non-compliance of this Interlocal Agreement, and COUNTY shall have any and all rights and remedies as set forth in Article 9 of this Interlocal Agreement."

4. Section 2.06 of the Agreement shall be amended to delete "MUNICIPALITY shall totally complete the Project and open same to the public for its intended use within twenty four (24) months from the date of execution of this Interlocal Agreement by the parties hereto." and to insert "MUNICIPALITY shall totally complete the Project and open same to the public for its intended use by December 31, 2012."
5. Article 6 of 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.

6. Article 8.3 of the Agreement shall be amended to delete "Failure to totally complete the Project and open same to the public for its intended use within twenty four (20) months from the date of execution of this Interlocal Agreement." and to insert "Failure to totally complete the Project and open same to the public for its intended use by December 31, 2012."
7. 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

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

By: _____
Deputy Clerk

By: _____
Chair

ATTEST:

CITY OF LAKE WORTH

By: Deborah M. Andrea
City Clerk Pamela J. Lopez



[Signature]
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature] For
Municipality Attorney
Gen J. Torcivia, Interim

By: _____
County Attorney

REVIEWED AND APPROVED FOR
EXECUTION

APPROVED AS TO TERMS AND
CONDITIONS

By: [Signature]
City Manager

By: [Signature]
Eric Call, Director
Parks and Recreation Department

ATTACHMENT 1

**PROJECT DESCRIPTION AND COST ESTIMATE
BRYANT PARK BOATRAMP
City of Lake Worth
July 26, 2010**

(REVISION TO EXHIBIT A)

Project Description

The City of Lake Worth (City) owns and operates boatramps at Bryant Park, which is located adjacent to the Intracoastal Waterway. The City is upgrading these boatramps with \$200,000 in Project funding provided from the Palm Beach County 2005 Waterfront Access Bond as allocated by the Board of County Commissioners on February 12, 2009. Additional Project funding will be provided by the City of Lake Worth and a Florida Fish and Wildlife Commission Florida Boating Improvement Program grant. The total project, including design and engineering, is anticipated to cost \$505,852.

Construction elements of the Project Eligible for County Bond reimbursement include:

- Permits;
- Demolition and debris removal;
- Concrete Apron and Walls;
- 2 Floating docks and pilings; and
- A six-boat aluminum floating staging dock and pilings.

County funding will be paid for project construction and permitting costs only, and may not be utilized for design and engineering costs.

Cost Estimate for Total Project, Including Design

\$505,852