

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 17, 2015

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: Second Amendment to Interlocal Agreement with the City of Belle Glade in an amount not-to-exceed \$667,514 for funding of the Belle Glade Marina Project – Phase II to change the project scope to include additional asphalt resurfacing and to upgrade the campground electrical system, and extend the project completion date from January 15, 2016, to June 30, 2016.

**Summary:** This Second Amendment to Interlocal Agreement R2013-0938, as amended by R2014-0297, provides for a scope change to include additional asphalt resurfacing, an upgrade to the campground electrical system and a five (5) month extension to the project completion date from January 15, 2016, to June 30, 2016. This Amendment to the Interlocal Agreement was requested by the City of Belle Glade to allow them additional time for project completion due to the change in project scope. All other terms of the Interlocal Agreement including funding not-to-exceed \$667,514 remain the same. Funding is from the 2002 \$50 Million Recreation and Cultural Facilities Bond. District 6 (PK)

**Background and Justification:** In 2007, the City of Belle Glade was allocated \$3 Million for designing and constructing improvements to its public marina located on Torry Island. Torry Island also offers opportunities to provide passive and active recreational activities, including boating, fishing, picnicking, camping, canoeing and kayaking, nature trails, hiking, and air boating. On August 21, 2007, the Board approved an Interlocal Agreement R2007-1362 for Phase I and the City was reimbursed \$2,453,486.54, leaving a balance of \$546,514 available for Phase II. The City completed Phase I in 2012, and is currently working on Phase II.

On July 16, 2013, the Board entered into an Interlocal Agreement with the City of Belle Glade for the marina improvements an amount not to exceed \$546,514. Funding was allocated from 2002 \$50 Million General Obligation Waterfront Access Bond (\$517,514) and the Florida Boating Improvement Program (FBIP) reserves (\$29,000). On March 11, 2014, the Board approved a First Amendment to the Interlocal Agreement with the City of Belle Glade to reallocate an additional \$150,000 in funding from within the \$25 Million General Obligation Recreational and Cultural Facilities Bond Fund from South Bay RV and Recreation Center. Total funding provided to the City of Belle Glade was \$667,514. Due to the changes in project scope, the City has requested a project extension to complete the project by June 30, 2016.

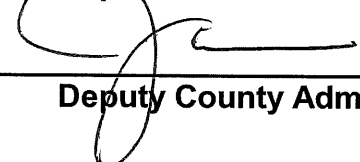
The Amendment has been executed on behalf of the City of Belle Glade, and now needs to be approved by the Board of County Commissioners.

**Attachments:**

1. Second Amendment to Interlocal Agreement
2. Letter from the City of Belle Glade

Recommended by:   
Department Director

10/28/15  
Date

Approved by:   
Deputy County Administrator

11-9-15  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2016	2017	2018	2019	2020
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>
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	* <u>0</u>				

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

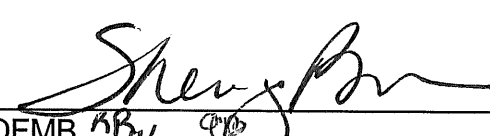
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

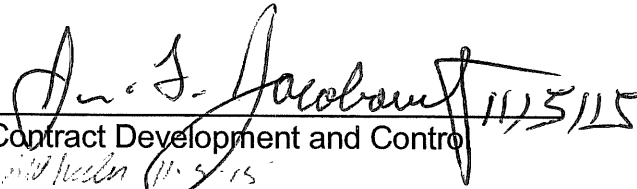
\*There is no additional financial impact created by this Amendment.

**C. Departmental Fiscal Review:** 

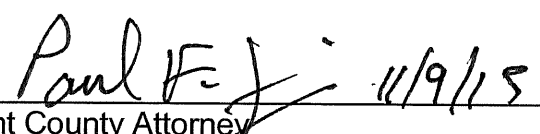
**III. REVIEW COMMENTS**

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

  
 OFMB KR 11/2 11/2

 11/5/15  
 Contract Development and Control  
 11/5/15

**B. Legal Sufficiency:**

 11/9/15  
 Assistant County Attorney

**C. Other Departmental Review:**

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

REVISED 09/2003  
 ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
PALM BEACH COUNTY AND THE CITY OF BELLE GLADE FOR  
FUNDING OF THE BELLE GLADE MARINA PROJECT – PHASE II**

**THIS SECOND 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 CITY OF BELLE GLADE, a Florida Municipal corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, on July 16, 2013, COUNTY entered into an Interlocal Agreement with MUNICIPALITY (R-2013-0938) as amended on March 11, 2014 (R-2014-0297) to provide funding in an amount not-to-exceed \$667,514 for construction of Phase II improvements to the Belle Glade Marina (the "Project") to be completed on or before the Projection Completion Date of January 15, 2016; and

**WHEREAS**, MUNICIPALITY has requested that the COUNTY approve changes to the approved project description; and

**WHEREAS**, COUNTY has requested that this change be reflected in a revised Project Description and Conceptual Site Plan (Exhibit A2); and

**WHEREAS**, MUNICIPALITY has requested an extension to the Project completion date until June 30, 2016 in order to complete the Project and provide reimbursement documentation to COUNTY; and

**WHEREAS**, both parties desire to amend the Interlocal Agreement; and

**WHEREAS**, entering into this second amendment serves a public purpose

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

1. Section 1.03 of the Interlocal Agreement shall be amended to delete "COUNTY will pay to MUNICIPALITY a total amount not to exceed \$667,514 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A1"." and to insert "COUNTY will pay to MUNICIPALITY a total amount not to exceed \$667,514 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A2"."

2. All references to Exhibit "A1" in Amendment R-2014-0297 shall be replaced with Exhibit "A2".

3. All references to thirty (30) months in Agreement R-2013-0938 shall be replaced with thirty-five (35) months.

4. Section 5.01 of the Interlocal Agreement shall be amended to delete "MUNICIPALITY warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial, sexual orientation, or gender identity and expression with respect to use of the Project." and to insert "MUNICIPALITY warrants that the Project shall serve a waterfront access purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial, sexual orientation, or gender identity and expression or genetic information with respect to use of the Project."

5. Except as provided herein, each and every other term of this Interlocal Agreement, as amended, shall remain in full force and effect and the Interlocal Agreement is reaffirmed as modified herein.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Interlocal Agreement to be executed on the day and year first above written.

ATTEST:  
SHARON R. BOCK,  
CLERK & COMPTROLLER

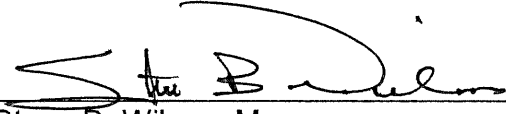
PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
, Mayor

  
ATTEST:  
By: \_\_\_\_\_  
City Clerk

CITY OF BELLE GLADE

By:   
Steve B. Wilson, Mayor

APPROVED AS TO TERMS AND  
CONDITIONS:

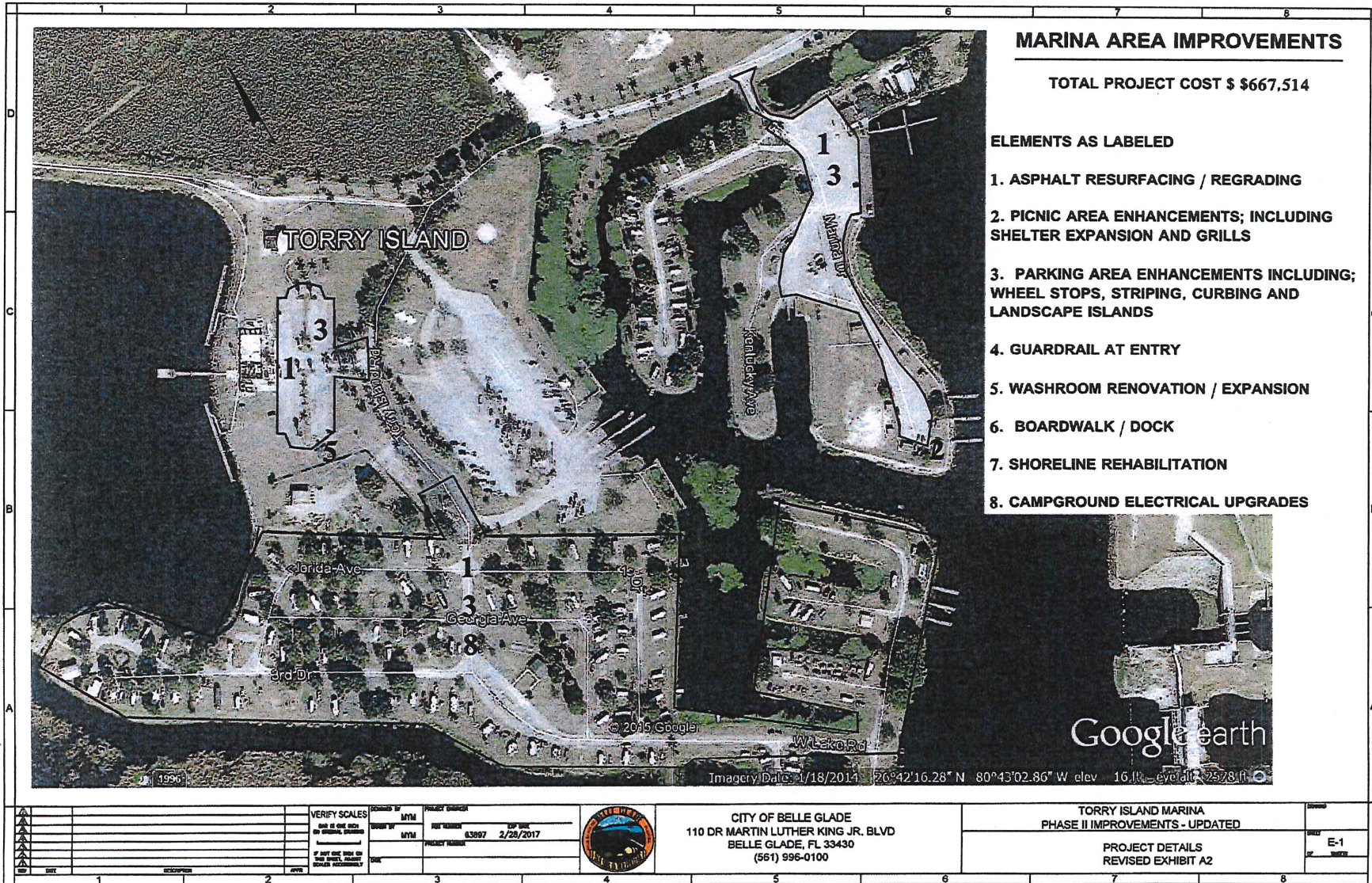
APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By:   
Eric Call, Director  
Parks and Recreation Department

By: \_\_\_\_\_  
Municipality Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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



**MARINA AREA IMPROVEMENTS**

TOTAL PROJECT COST \$ \$667,514

ELEMENTS AS LABELED

- 1. ASPHALT RESURFACING / REGRADING
- 2. PICNIC AREA ENHANCEMENTS; INCLUDING SHELTER EXPANSION AND GRILLS
- 3. PARKING AREA ENHANCEMENTS INCLUDING; WHEEL STOPS, STRIPING, CURBING AND LANDSCAPE ISLANDS
- 4. GUARDRAIL AT ENTRY
- 5. WASHROOM RENOVATION / EXPANSION
- 6. BOARDWALK / DOCK
- 7. SHORELINE REHABILITATION
- 8. CAMPGROUND ELECTRICAL UPGRADES

Google earth

Imagery Date: 2/18/2014 26°42'16.28" N 80°43'02.86" W elev 16 ft eye alt 2578 ft

DATE	DESCRIPTION	BY

<b>VERIFY SCALES</b> DATE OF THIS SCALE BY WHOM IF ANY ONE SCALE IS NOT CORRECT, SCALE IS INVALID	PROVIDED BY <b>MTM</b>	PROJECT NUMBER <b>03887</b>	DATE <b>2/28/2017</b>
--	---------------------------	--------------------------------	--------------------------



**CITY OF BELLE GLADE**  
 110 DR MARTIN LUTHER KING JR. BLVD  
 BELLE GLADE, FL 33430  
 (561) 996-0100

<b>TORREY ISLAND MARINA</b> <b>PHASE II IMPROVEMENTS - UPDATED</b>	SHEET <b>E-1</b>
PROJECT DETAILS REVISED EXHIBIT A2	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/1/2015

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).

<b>PRODUCER</b> World Risk Management, LLC 20 North Orange Ave Ste 500 Orlando FL 32801	<b>CONTACT NAME:</b> Diane Crispin <b>PHONE (A/C, No, Ext):</b> (407) 445-2414 <b>FAX (A/C, No):</b> (407) 445-2868 <b>E-MAIL ADDRESS:</b> diane_crispin@wrmlc.com <b>PRODUCER CUSTOMER ID #:</b> 00000005	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b> City of Belle Glade 110 Dr. Martin Luther King Jr. Blvd, West Belle Glade FL 33430	<b>INSURER A:</b> Public Risk Management/Wesco      25011	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1071600295      **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	<b>GENERAL LIABILITY</b> <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 015-002	10/1/2015	10/1/2016	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 \$ PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <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 <input checked="" type="checkbox"/> AUTO PHYSICAL DAMAGE			PRM 015-002	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL \$1000 DED. \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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 015-002	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**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 For Agreement (R2013-0939) for funding of Marina Phase II.

<b>CERTIFICATE HOLDER</b> Palm Beach County c/o Insurance Tracking Services, Inc Veronica Kinnett P.O. Box 20270 Long Beach, CA 90801	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Andrew Cooper/PATTI

ACORD 25 (2009/09)  
 INS025 (200909)

© 1988-2009 ACORD CORPORATION. All rights reserved.  
 The ACORD name and logo are registered marks of ACORD



A Municipal Corporation since  
September 11, 1945

Tel: 561-996-0100  
Fax: 561-993-1814

[www.bellegladegov.com](http://www.bellegladegov.com)

## Commissioners

Steve B. Wilson  
*Mayor*

Mary Ross Wilkerson  
*Vice Mayor*

Michael C. Martin  
*Treasurer*

Johnny Burroughs, Jr.

Larry Underwood

Lomax Harrelle  
City Manager

# City of Belle Glade

Department of Finance

---

September 28, 2015

Mr. Eric Call  
Director, PB County Parks and Recreation  
2700 6<sup>th</sup> Avenue South  
Lake Worth, FL. 33461

Dear Mr. Call,

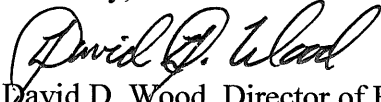
Thank you and your staff for your quick response to our September 23<sup>rd</sup> letter regarding the modification of the scope of work to the Belle Glade Marina Improvement – Phase II project.

Mr. Raymond has notified the City that both the additional resurfacing and the campground electrical system upgrade will be considered changes in scope and will require BCC approval. It is my understanding that the earliest possible BCC agenda for approval would be the November 17<sup>th</sup> meeting.

We will work with Mr. Raymond on formulating the Second Amendment so that we can schedule it for the City Commission agenda as soon as possible. We would also like to request additional time to complete the project. Given the agenda timetable it is currently estimated that since we cannot proceed with the work until the Second Amendment is approved that an extension of time until June 30, 2016 will be required.

Thank you again for your cooperation on this project. Should you have any questions or concerns please contact me at (561) 992-1610.

Sincerely,



David D. Wood, Director of Finance

DHW:lr

cc: Lomax Harrelle, City Manager  
Diana L. Hughes, Assistant Director of Finance  
Lillian Tomeu, Grants & Special Projects Manager

---

110 Dr. Martin Luther King, Jr. Blvd., West, Belle Glade, FL 33430