

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2016	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department: <u>Parks and Recreation</u>		
Submitted by: <u>Parks and Recreation Department</u>		
Submitted for: <u>Parks and Recreation Department</u>		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Third 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 extend the project completion date from June 30, 2016, to June 30, 2017.


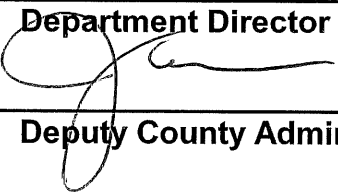
Summary: This Third Amendment to Interlocal Agreement R2013-0938, as amended by R2014-0297 and R2015-1645, provides for a twelve (12) month extension to the project completion date from June 30, 2016, to June 30, 2017. This Amendment to the Interlocal Agreement was requested by the City of Belle Glade to allow them additional time to complete the project. 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 which was completed in 2012. The City was reimbursed \$2,453,486.54, leaving a balance of \$546,514 available for Phase II.

On July 16, 2013, the Board entered into an Interlocal Agreement with the City of Belle Glade for Phase II of the marina improvements in an amount not to exceed \$546,514. On March 11, 2014, the Board approved the First Amendment 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. On November 17, 2015, the Board approved the Second Amendment to change the project scope to include additional asphalt resurfacing and to upgrade the campground electrical system and extend the project completion date to June 30, 2016. The City has requested an extension to complete the project and provide the reimbursement documentation by June 30, 2017.

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. Third Amendment to Interlocal Agreement
 - 2. Letter from the City of Belle Glade

Recommended by: <u></u>	<u>7/20/16</u>
Department Director	Date
Approved by: <u></u>	<u>8/2/16</u>
Deputy County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	* -0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

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: [Signature]

III. REVIEW COMMENTS

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

[Signature]
OFMB 21 7/22 EB 9/25 AK 2/7/16

[Signature] 8/11/16
Contract Development and Control [Signature] 8/29/16 TK

B. Legal Sufficiency:

Paul F. [Signature] 8/2/16
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.)

**THIRD 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 THIRD 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".

W I T N E S S E T H:

WHEREAS, on July 16, 2013, COUNTY entered into an Interlocal Agreement with MUNICIPALITY (R2013-0938), as amended on March 11, 2014 (R2014-0297) and November 17, 2015 (R2015-1645) to provide funding in an amount not-to-exceed \$667,514 for construction of Phase II improvements to the Belle Glade Marina, hereinafter referred to as "Project"; and

WHEREAS, MUNICIPALITY has requested an extension to the Project completion date until June 30, 2017 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 third amendment serves a public purpose.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 2.04 of the Interlocal Agreement shall be replaced in its entirety to read "MUNICIPALITY shall totally complete the Project and open same to the public for its intended use within forty-seven (47) months from the date of execution of the Interlocal Agreement by parties hereto."

2. Article 9 of the Interlocal Agreement shall be replaced in its entirety to read "In the event of any non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth in Article 8 and if MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from COUNTY to do so, COUNTY may at any time thereafter elect to pursue any and all remedies available pursuant to this Interlocal Agreement, either in whole or in part. These County remedies include, but are not limited to terminating the Interlocal Agreement and requiring MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement, either in whole or in part, including interest paid by COUNTY to retire bond funds during the term of this Interlocal Agreement.

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder

or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.”

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

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IN WITNESS WHEREOF, the parties have caused this Third 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: _____
Mary Lou Berger, Mayor

ATTEST:
By: _____
City Clerk

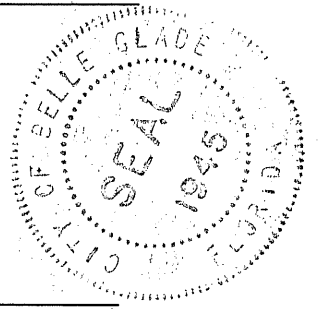
CITY OF BELLE GLADE
By: _____
Steve B. Wilson, Mayor

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Eric Call, Director
Parks and Recreation Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Municipality Attorney



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney



A Municipal Corporation since
September 11, 1945

City of Belle Glade

Office of the City Clerk

June 21, 2016

Via FedEx Overnight Delivery

Eric Call, Director of Parks and Recreation
Palm Beach County
2700 6th Avenue South
Lake Worth, FL 33461

Tel: 561-996-0100

Fax: 561-993-1814

www.bellegladedgov.com

Re: Interlocal Agreement – Belle Glade Marina Improvements - Phase II

Dear Mr. Call:

Commissioners

Steve B. Wilson
Mayor

Mary Ross Wilkerson
Vice Mayor

Michael C. Martin
Treasurer

Johnny Burroughs, Jr.

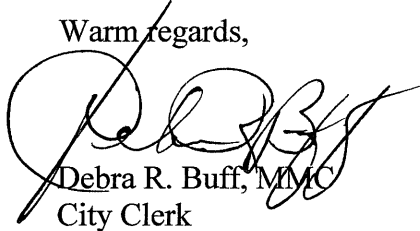
Larry Underwood

During the regular meeting of June 20, 2016, the Commission granted approval to enter into a Third Amendment to the above referenced subject.

I am enclosing three (3) originals of said Amendment, which have been executed by the City. Upon acceptance and execution by the County, please return one fully executed original to my office.

In the meantime, if you should have any questions or comments, please don't hesitate to contact me.

Warm regards,



Debra R. Buff, MMC
City Clerk

Enclosures (3)

Lomax Harrelle
City Manager

cc: Diana Hughes, Assistant Director of Finance
Arrie Patrick, Chief Accountant
Lillian Tomeu, Grants/Special Projects Manager

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