

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: **August 15, 2006**

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 Agreement (R2001-1656), as amended (R2004-1995), with the City of Riviera Beach for funding of the Dan Calloway Recreation Complex – Phase I.

Summary: This Second Amendment to Agreement extends the project completion date for this project from March 31, 2006, until March 31, 2007, to allow the City of Riviera Beach additional time needed to complete construction of the Dan Calloway Recreation Complex – Phase I and provide the required documentation to the County for project reimbursement. This project received an \$800,000 allocation from the 1999 \$25 Million Recreational and Cultural Facilities Bond. **District 7 (PK)**

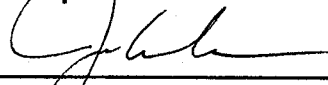
Background and Justification: The County entered into an Agreement with the City of Riviera Beach on October 2, 2001, in an amount not-to-exceed \$800,000 for construction of the Dan Calloway Recreation Complex – Phase I. The City requested a second amendment to extend the project completion date because the hard surface courts funded in Phase I of this project as approved in the Interlocal Agreement were omitted from the City's original construction contract and are being constructed within the next several months. The change in the project completion date will allow for the City to receive the entire \$800,000 reimbursement for this project by allowing additional time for the courts to be completed. The remainder of the project is complete and has already received project reimbursement. All other terms of the Agreement remain the same.

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

Attachment: Second Amendment to Agreement

Recommended by: 
Department Director

7/18/06
Date

Approved by: 
Assistant County Administrator

7/31/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
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	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Program N/A

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

There is no fiscal impact created by this Amendment. Agreement is encumbered with document # KPO 581 PRCP101804*2.

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

John Rant 7-27-06
 OFMB
 mg
 7-24-06
 AM
 7-21-06

John K. Helms 7/28/06
 Contract Development and Control

B. Legal Sufficiency:

Paul F. K. 7/31/06
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

This summary is not to be used as a basis for payment

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**SECOND AMENDMENT TO AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR THE DAN
CALLOWAY RECREATION COMPLEX – PHASE I**

THIS SECOND 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 Riviera Beach, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, on October 2, 2001, COUNTY entered into an Agreement, as amended, with MUNICIPALITY (R-2001-1656) to provide funding in an amount up to \$800,000 for construction of the Dan Calloway Recreation Complex – Phase I to be completed on or before March 31, 2006, as amended; and

WHEREAS, MUNICIPALITY has requested a time extension of the project completion date of twelve (12) months in order to complete construction of the Dan Calloway Recreation Complex and provide required project completion paperwork to COUNTY; and

WHEREAS, COUNTY desires to allow for additional project completion time for construction of said project, which will benefit all citizens of Palm Beach County; and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, the parties hereby agree as follows:

1. Section 2.06 of the Agreement, as amended, shall be further amended by deleting "fifty four (54) months from the date of execution" and inserting "sixty six (66) months from the date of execution" in its place.

2. Except as provided herein, each and every other term of the Agreement, as amended, 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:

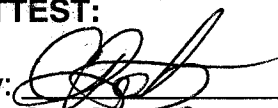
SHARON R. BOCK, Clerk & Comptroller

By: _____
Deputy Clerk

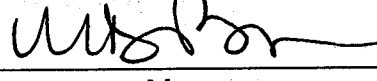
PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Tony Masilotti, Chairman

ATTEST:

By:  _____
City Clerk **CLAUDE WEHRHANS**
(DEPUTY)

CITY OF RIVIERA BEACH

By:  _____
Mayor


APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:  _____
Dennis L. Eshleman, Director
Parks and Recreation Department

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/01/05
PRODUCER 1-305-592.6080 Arthur J. Gallagher Risk Management Services Arthur J. Gallagher & Co. (Florida) 8200 N.W. 41st Street Suite 200 Miami, FL 33166		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED City of Riviera Beach 600 W. Blue Heron Boulevard Suite C102 Riviera Beach, FL 33404		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Princeton Excess & Surplus Lines Ins		
INSURER B: Midwest Employers Cas Co		23612
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDITIONAL TR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
X			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	01-A2-EX000026-01	10/01/05	10/01/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$1,000,000 PRODUCTS-COMP/OPAC \$
X			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	01-A3-EX000026-01	10/01/05	10/01/06	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
X			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	R1-A3-P2-0000021-01	10/01/05	10/01/06	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$ \$
X			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? INCL EXCL If yes, describe under SPECIAL PROVISIONS below OTHER	EWCO05191	10/01/05	10/01/06	WC STATU-TORY LIMITS <input checked="" 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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 GL Limits: \$1,000,000 Per Occurrence Inclusive of \$100,000 SIR
 AL Limits: \$1,000,000 Per Occurrence Inclusive of \$100,000 SIR
 Re: Funding for West 30th and West 31st Road Project.

Palm Beach County Board of Commissioners is considered to be a Named Assured under the definition of Named Assured for the evidenced policy but solely with respects to General Liability coverage as evidenced herein as required by written contract.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Board of Commissioners 3323 Belvedere Road # 201 West Palm Beach, FL 33406 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>