

**CITY OF RIVIERA BEACH CITY COUNCIL  
AGENDA ITEM SUMMARY**

MEETING DATE: August 4, 2010

AGENDA ITEM SUMMARY NO. N10-081-2

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
  - ORDINANCE ON SECOND READING
  - ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

**TITLE/SUBJECT:** To approve the Second Amendment to the Grant Agreement between the City of Riviera Beach and the Palm Beach Metropolitan Planning Organization (MPO) reallocating the grant funds from the Jerry Thomas Bridge water taxi docking project (\$100,000.00) to the 14<sup>th</sup> Street water taxi docking facility project (\$96,910.00) and extending the completion date for the water taxi facility to December 31, 2010.

**RECOMMENDATION / MOTION:** Staff recommends motion to approve this resolution.

• Assistant City Manager	Library
• City Attorney <i>RJ 7-29-10</i>	• Marina
• City Clerk <i>CL 7/29/10</i>	Police
Community Development	Public Works
• Finance <i>KA 7/29/10</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Services	

APPROVED BY CITY MANAGER: *[Signature]* DATE: 7-29-10

<b>Originating Dept.</b> Executive	<b>Costs:</b> <u>-0-</u>	<b>City Council Actions:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
<b>User Dept.</b> Marina	<b>Current FY:</b> <u>2009-10</u> <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other: <u>Water Taxi Grant</u>	<b>Attachments:</b> 1. Grant Profile Sheet 2. Fiscal Impact Sheet 3. Resolution 4. Second Amendment
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required	<b>Budget Account Numbers:</b>  129-0000-543-0-6351	
<b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

**SUMMARY/BACKGROUND:** On July 20, 2006, the City and Palm Beach County Metropolitan Planning Organization (MPO) entered into a Grant Agreement under which the MPO agreed to make certain grant funds available to design, permit construct and install water taxi facilities and related improvements.

The City of Riviera Beach was awarded funds of \$96,910.00 from the MPO to design construct a proposed public water taxi loading and unloading dock planned to be at the east end of 14<sup>th</sup> Street and the Riviera Beach Marina. The site would have amenities such as restrooms and parking as well as be accessible by bus riders, bicyclists, pedestrians, including individuals with disabilities, and transit riders.

The City was unable to complete the construction of the Facility by the original completion date and now desires to revise the dock plans and to incorporate the dock, as revised, into the overall improvements at the marina. Per the City Council's directive, the City wrote a letter to the MPO regarding the use of the \$100,000 grant for the Jerry Thomas Bridge water taxi docking project towards construction/expansion costs of the proposed 14<sup>th</sup> Street/Marina water taxi docking project. The MPO has agreed to reallocate the grant funds to the 14<sup>th</sup> Street/Marina water taxi docking project and to increase the grant funds available to the project in the amount of \$196,910.00 and extend the completion date for the facility to December 31, 2010.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approve this resolution.

**Item No. 08**

**EXHIBIT A-1**

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009-10	2010-11	2011-12	2012-13
Capital Expenditures	\$ _____	\$ _____	_____	_____
Operating Costs	\$ _____	_____	_____	_____
External Revenues	\$196,910	_____	_____	_____
Program Income (City)	_____	_____	_____	_____
In-Kind Match (City)	\$ _____	\$ _____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>\$ --</b>	<b>\$ _____</b>	_____

NO. ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_

Dept/Division \_\_\_\_\_

Org. \_\_\_\_\_

Obj \_\_\_\_\_

Reporting Category: \_\_\_\_\_

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

129-0000-543-0-6351

**C. Departmental Fiscal Review: \_\_\_\_\_**

**III. REVIEW COMMENTS**

**A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:**

KLA / JW 7/29/10  
Finance Department

\_\_\_\_\_  
Purchasing and Grants

**B. Other Department Review:**

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

**GRANT PROFILE SHEET**

**Grant Name** L -Water Taxi Facilities Grant  
S - MPO Water Taxi - E14th

**Project number** \_\_\_\_\_

**Responsible Dept.** CRB  
Dept.

**Contact-Name:** Edwin Legue  
**Contact-phone:** 561-845-3408  
**Contact-e-mail:** eleque@rivierabch.com

**Grant Ref #** \_\_\_\_\_ **Reference type:** Grant/Contract #  
**CRB FUND#** 129

**Grantor** MPO **Type of Grant:** State  
**Name** Palm Beach Metropolitan Planning Organization  
**Address** 160 Australian Avenue, Suite 201  
**Address** West Palm Beach, FL 33406

**Contact** Angela Morlok  
**E-mail** \_\_\_\_\_  
**Phone #** (561) 684-4170

Note: Funding Source is FDOT passed thru MPO

Eligible Expenditures Description	Expend dates		Extensions to: Revisions to:	Expenditure Definition Check cut/Invoiced/Encumbered
	From:	To:		
1.) Floating Dock	7/20/2006	7/20/2008	12/30/2010	
2.)				
3.)				

**Special Conditions:** \_\_\_\_\_

**Reports:**

<b>Fiscal</b>	<b>Programatic</b>
<b>When:</b>	<b>When:</b>
<b>What:</b>	<b>What:</b>
<b>Who:</b>	<b>Who:</b>
<b>Where:</b>	<b>Where:</b>
<b>How:</b>	<b>How:</b>

**Report Due Dates:** \_\_\_\_\_

**Scanned documents: directory location:** \_\_\_\_\_  
**Reports: directory location for completed:** \_\_\_\_\_

**Accounting** **Approved by agenda item?** yes  
**When yes: Item # / Date**  
72-06 Execute agreement w/pb MPO and authorizes budget  
86-08 Extends grant agreement until 4/1/09

Fiscal Yr	Account #s	FY '07 Budget	FY '07 Actual	FY '08 Budget	FY '08 Actual	FY '09 Budget	FY '09 Actual
'05-'06	Account for cash match			-		-	
	Account for reimbursement <u>129-00-334493</u>	196,910.00		196,910.00	9,877.31	187,032.69	
	Account for Interest Income			-		-	
		<b>196,910.00</b>	<b>-</b>	<b>196,910.00</b>	<b>9,877.31</b>	<b>187,032.69</b>	<b>-</b>
	Account(s) for expenditures <u>129-0000-543-0-6351</u>	196,910.00		196,910.00	9,877.31	187,032.69	
	Account(s) for expenditures			-		-	
	Account(s) for expenditures						
	Account(s) for expenditures						
	Account(s) for expenditures						
		<b>196,910.00</b>	<b>-</b>	<b>196,910.00</b>	<b>9,877.31</b>	<b>187,032.69</b>	<b>-</b>

**Misc.**  
**Interest able to be accrued / charged?** \_\_\_\_\_

**Audit requirements** \_\_\_\_\_ **Audit mailing address** \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE SECOND AMENDMENT TO THE GRANT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) REALLOCATING THE GRANT FUNDS FROM THE JERRY THOMAS BRIDGE WATER TAXI DOCKING PROJECT (\$100,000.00) TO THE 14<sup>TH</sup> STREET WATER TAXI DOCKING PROJECT (\$96,910.00); EXTENDING THE COMPLETION DATE FOR A WATER TAXI DOCKING FACILITY TO DECEMBER 31, 2010; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, the MPO Countywide Water Taxi Grant Program desires to encourage the creation of a Countywide water taxi system linking cities along the Intracoastal Water; and**

**WHEREAS, the City of Riviera Beach applied for funding to design, construct and install a water taxi docking facility at the Riviera Beach Marina, 14 Street docking facility that will be used to encourage and facilitate water taxi transit service; and**

**WHEREAS, the City has been unable to complete the construction of the facility by the original completion date and now desires to revise the dock plans and to incorporate the dock, as revised, into the overall improvements at the marina; and**

**WHEREAS, the City has notified the MPO that the construction of a water taxi docking facility at the Jerry Thomas Bridge is no longer desired, that no grant funds have been expended for said facility and that the City is terminating the Grant Agreement with the MPO pertaining to the Jerry Thomas Bridge dated July 20, 2006; and**

**WHEREAS, the City and the MPO are willing to reallocate the grant funds from the Jerry Thomas Bridge water taxi dock project to the 14<sup>th</sup> Street water taxi docking project (at the marina) and to increase the grant funds available to the project in an amount of \$196,910.00; and**

**WHEREAS, the City and MPO have agreed to extend the completion date for the facility to December 31, 2010 and to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date.**

**RESOLUTION NO. \_\_\_\_\_**

**PAGE 2**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:**

**SECTION 1. The Mayor and City Clerk are hereby authorized to execute the Second Amendment to the Grant Agreement between the City and the MPO for the aforementioned project.**

**SECTION 2. This resolution shall take effect immediately upon its passage.**

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

RESOLUTION NO. \_\_\_\_\_

PAGE 3

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010.

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

(MUNICIPAL SEAL)

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO-TEM

\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

ATTEST

\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

\_\_\_\_\_  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

D. PARDO: \_\_\_\_\_

J. DAVIS: \_\_\_\_\_

B. BROOKS: \_\_\_\_\_

C. THOMAS: \_\_\_\_\_

S. LOWE: \_\_\_\_\_

REVIEWED AS TO LEGAL  
SUFFICIENCY

*Rachael Johnson*  
PAMALA H. RYAN

CITY ATTORNEY

Date 7-29-10

06/29/10

**SECOND AMENDMENT TO  
GRANT AGREEMENT BY  
AND BETWEEN  
PALM BEACH METROPOLITAN PLANNING ORGANIZATION  
AND  
THE CITY OF RIVIERA BEACH  
(RELATED TO 14<sup>th</sup> STREET DOCK)**

**THIS SECOND AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Palm Beach Metropolitan Planning Organization, a Florida body politic created pursuant to Chapters 163 and 339, F.S. (hereinafter referred to as the "MPO") and the City of Riviera Beach, a Florida municipal corporation, by and through its City Commission, (hereinafter referred to as the "Grantee").

**WHEREAS**, on July 20, 2006, the parties entered into a Grant Agreement (Agreement) under which the MPO agreed to make certain grant funds the MPO was eligible to receive under a Joint Participation Agreement (JPA) with Florida's Department of Transportation (FDOT) for the creation of a countywide water taxi transit system, available to Grantee for the purpose of reimbursing Grantee, up to an amount not to exceed \$96,910.00, for certain costs the Grantee would incur in the design, permitting, construction and installation of a water taxi docking facility and related improvements located in the Riviera Beach Municipal Marina (Marina), in Palm Beach County, Florida; and

**WHEREAS**, on the 8<sup>th</sup> of August, 2008, the parties amended the Agreement to extend the completion date for the design, permitting, construction and installation of a water taxi docking facility and related improvements to July 20, 2008; and

**WHEREAS**, the Grantee has been unable to complete the construction of the water taxi docking facility and related improvements, and the Grantee now desires to revise the dock plans and to incorporate the dock, as revised, into the improvements it is making to the Marina; and

**WHEREAS**, the Grantee has notified the MPO that it no longer desires to pursue the construction of a water taxi docking facility at the Jerry Thomas Bridge, that no grant funds have been expended for said facility, that it is not entitled to be reimbursed for any costs incurred, that no grant funds are or will be due or owing to it, and that it is terminating the Grant Agreement with the MPO pertaining to the Jerry Thomas Bridge dated July 20, 2006; and

**WHEREAS**, the MPO acknowledges and accepts the termination of the Grant Agreement with the City of Riviera Beach relating to the Jerry Thomas Bridge; and

**WHEREAS**, the Grantee has advised the MPO that the cost to complete the revised design construction improvements to the 14<sup>th</sup> Street water taxi docking facility (at the Marina) will exceed the original grant amount and the Grantee has requested that the grant be increased to \$196,910.00; and

**WHEREAS**, the MPO is willing to reallocate the grants funds previously allocated to the Jerry Thomas Bridge to the 14<sup>th</sup> Street water taxi docking facility project (at the Marina) and to increase the grant funds made available to the Grantee to a total grant amount of \$196,910.00; and

**WHEREAS**, the MPO has requested and FDOT has agreed to extend the duration of the JPA to December 31, 2010; and

**WHEREAS**, the MPO and the Grantee have agreed to extend the completion date for the water taxi docking facility to December 31, 2010, and to modify certain other provisions of the Grant Agreement so that they are consistent with the new completion date and the increased funding.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the MPO and the Grantee agree as follows:

1. The statements set forth in the Preamble to this Agreement are true and correct. The parties acknowledge the termination of the Grant Agreement by and between the Palm Beach Metropolitan Planning Organization and the City of Riviera Beach (Jerry Thomas Bridge) dated July 20, 2006, as amended.

2. "Attachment A. Project Description" attached to the Grant Agreement by and between the MPO and the Grantee (14<sup>th</sup> Street) dated July 20, 2006 (referred to herein as "Grant Agreement" or "Agreement") is replaced with a new attachment identified as "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion," which is attached to this Second Amendment. This attachment contains the revised project description and establishes the timeline the Grantee is to meet for the completion of the Project.

3. "Attachment B. Project Budget" attached to the Agreement is replaced with a new attachment identified as "Attachment B. Revised Project Budget" which is attached to this Second Amendment. "Attachment B. Revised Project Budget" contains the revised project budget for the Project.

4. The parties acknowledge that the term of the JPA between FDOT and the MPO has been extended to December 31, 2010. Accordingly, Attachment C to the Agreement, as amended, is supplemented by adding to it the document described as the "JPA Time Extension to December 31, 2010" which is attached to this Second Amendment as "Attachment C Revised."

5. Section 4. Effective Date and Term, of the Grant Agreement, is modified to provide as follows:

**Section 4. Effective Date and Term:** This Agreement shall take effect upon execution by the parties and shall remain in full force and effect for a period of twelve (12) years. By December 31, 2010, the Facility shall have been completed, and the Facility shall be open to and fully accessible by the public by March 31, 2011. All invoices for reimbursement for work completed hereunder shall be submitted to the MPO no later than December 31, 2010. In addition, the Grantee understands, acknowledges and agrees that invoices submitted after December 31, 2010, shall not be eligible for reimbursement under this Agreement.

6. Section 5. The Project, of the Grant Agreement, is amended to provide as follows:

**Section 5. The Project:** The MPO has entered into a JPA with FDOT under which FDOT has agreed to provide Ferry Boat Discretionary Program (FBD) funds to the MPO to be used to assist with the first phase of a Countywide system to link cities by way of

an integrated water taxi transit system. The Grantee has requested a grant of the FBD funds to be used to design, permit and construct a docking facility at the City of Riviera Beach Marina site located in the City of Riviera Beach, Florida (also referred to herein as the "Facility") as further described in "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion," as modified by "Attachment B. Revised Project Budget," both of which are attached to this Second Amendment. The MPO will make available up to One Hundred Ninety-Six Thousand Nine Hundred and Ten Dollars (\$196,910.00) in grant funds to be used to reimburse the Grantee for permissible Project expenses related to the design, permitting, construction and installation of a water taxi dock in accordance with "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion" and "Attachment B. Revised Project Budget." The Grantee shall utilize the grant funds in accordance with the terms and conditions of this Agreement, and all Federal, State and local laws, rules and regulations that are applicable to the Project.

7. Paragraph A of Section 6. FDOT Funding and Control, of the Grant Agreement, is amended to provide as follows:

**Section 6. FDOT Funding and Control:**

A. The Grantee acknowledges that this Grant Agreement and the MPO's activities hereunder are paid for from funds the MPO has or will receive from FDOT under the JPA. Accordingly, the Grantee agrees that its expenditure of the grant funds will also be subject to the same terms and conditions of the JPA applicable to the MPO's receipt and expenditure of the grant funds. In addition, notwithstanding the modifications to the Project, the Grantee affirms to the MPO that it will commit and expend all funds needed so as to construct and have in place by December 31, 2010, the water taxi docking facility completed as contemplated under "Attachment A. Revised Water Taxi Dock Description and Timeline for Completion" and "Attachment B. Revised Project Budget." If, Grantee shall fail to complete and have open to the public said water taxi docking facility by March 31, 2011, then upon the request of the MPO or FDOT, Grantee shall repay all grant funds received by it from the MPO under this Agreement. The Grantee further acknowledges its receipt of the following documents: 1) A copy of the JPA and the documents extending the terms and conditions of the JPA to December 31, 2010; 2) A copy of other notifications from FDOT containing special conditions or requirements; and 3) FBP information from the USDOT FHWA, attached to the original agreement as Attachment D. Grantee shall not perform any act or refuse to comply with any MPO direction or request which would cause the MPO to be in violation of any term or condition of the JPA, contribute to or cause the FDOT to seek to terminate the JPA, or cause FDOT to request the return of any FDOT funds provided to the MPO. Grantee will immediately remedy, at its sole cost and expense, any deficiency or violation of the JPA found by the MPO upon notice of such from the MPO. The Grantee's failure to do so may result in the immediate termination of this Agreement by the MPO and the repayment to the MPO of all funds received by the MPO for the Project.

8. Paragraphs A and D of Section 8. Project Cost, Reimbursement and Submittal of Invoices, of the Grant Agreement, is amended to provide as follows:

**Section 8. Project Cost, Reimbursement and Submittal of Invoices:**

A. The MPO will make up to One Hundred Ninety-Six Thousand Nine Hundred and Ten Dollars (\$196,910.00) in grant funds available to the Grantee, on a cost reimbursement basis. These funds shall be used by the Grantee solely for certain allowable expenses incurred by the Grantee in the performance of the Project.

D. All invoices for reimbursement shall be submitted no later than December 31, 2010. In order for each party to close its books and records, the Grantee will clearly state "final invoice" on its last and final billing. This certifies that all costs eligible for reimbursement have been presented and invoiced to the MPO. Since this account will thereupon be closed, any other charges not included on the final invoice shall be deemed non-reimbursable and waived by the Grantee.

9. Section 9. Grantee's Contribution, of the Grant Agreement, is amended to provide as follows:

**Section 9. Grantee's Contribution:** There is no local match required of the Grantee for this Project. Grantee acknowledges and agrees, however, that it is responsible for and will fund all costs to complete the Project in excess of \$196,910.00 granted hereunder. In addition, Grantee is responsible for all of the ongoing costs and expenses of maintaining and operating the Facility and related improvements. Grantee shall insure that the Facility and related improvements are open and accessible to the public and used for the provision of water taxi services as contemplated in this Grant Agreement for a period of no less than ten (10) years and that the Facility, related improvements, and all means of access, ingress and egress thereto, are well maintained and operated in conformity with all Federal, State and local laws, rules and regulations.

10. Section 19. Prohibition of Discrimination, of the Grant Agreement, is amended to provide as follows:

**Section 19. Prohibition of Discrimination:** Grantee represents and warrants that it will not discriminate in its performance of the Project and use of the Facility, and that its operators, permittees, employees and members of the general public utilizing the dock facility will be treated equally and without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, handicap, age, marital status, national origin or ancestry.

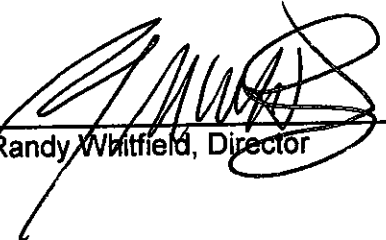
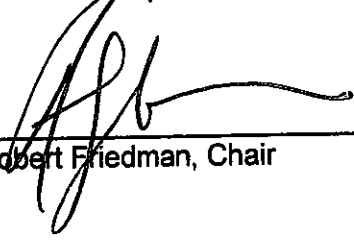
11. Section 21. Termination, of the Grant Agreement, is amended to add the following as paragraph B:

B. In the event the Grantee does not complete the Project by December 31, 2010, the MPO will be entitled to direct the Grantee to undertake either of the following actions, including but not limited to any other remedy available to the MPO under this Agreement or at law: 1) Pay to or return to the MPO a sum of money equal to the grant funds it received from the MPO; or 2) Pay to the MPO such lesser sum that the MPO has been directed to remit or return to FDOT. This paragraph shall not be deemed to interfere with or limit or impair, in any manner, any of the rights or remedies the MPO has under any other provision of this Agreement.

12. Except as amended herein, all other terms of the Agreement, as previously amended, are hereby confirmed and shall remain in full force and effect. In the event of a conflict between this Second Amendment and any other provision of the Agreement, as previously amended, this Second Amendment shall be given precedence over the conflicting provision.

**(Remainder of Page Intentionally Left Blank)**

**IN WITNESS WHEREOF**, the Grantee and MPO have hereunto set their hands the day and year above written.

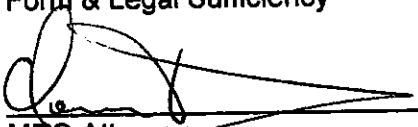
Attest: Palm Beach Metropolitan Planning Organization  
By:  \_\_\_\_\_  
Randy Whitfield, Director By:  \_\_\_\_\_  
Robert Friedman, Chair

Attest: City of Riviera Beach, by its City Commission  
By: \_\_\_\_\_  
Carrie E, Ward, City Clerk By: \_\_\_\_\_  
Mayor

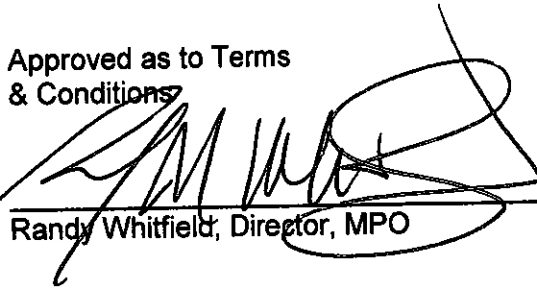
Approved as to Form  
& Legal Sufficiency

\_\_\_\_\_  
City Attorney

Approved as to  
Form & Legal Sufficiency

  
\_\_\_\_\_  
MPO Attorney

Approved as to Terms  
& Conditions

  
\_\_\_\_\_  
Randy Whitfield, Director, MPO

**ATTACHMENT A**  
**REVISED WATER TAXI DOCK DESCRIPTION**  
**AND**  
**TIMELINE FOR COMPLETION**

## Water Taxi Dock Description

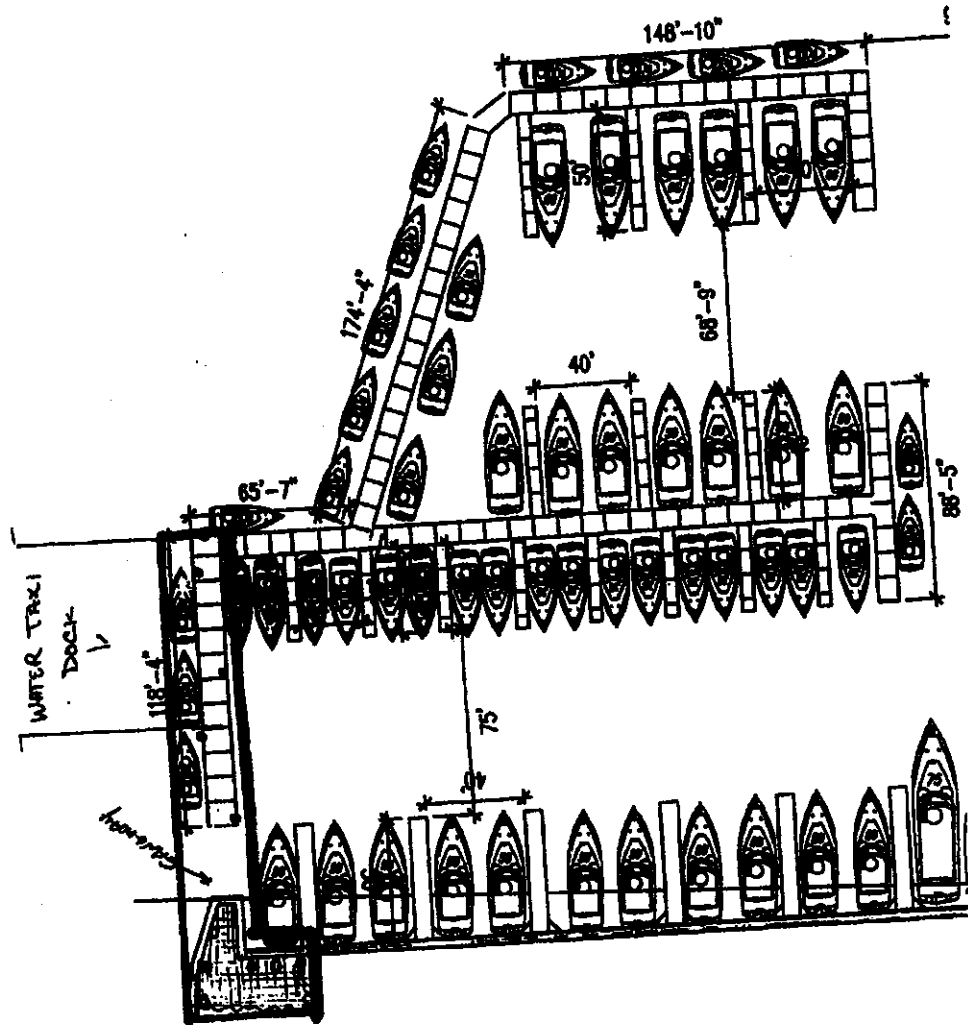
### Attachment A

Location: Riviera Beach Municipal Marina

This dock will be located on the North side of the marina immediately accessible to the new promenade proposed in the redevelopment plan. This project will be incorporated with the new proposed floating docks on the Northern half of the marina. The floating dock will be approximately 12 foot wide and 150 feet long serving as the access to the 80 foot portion for the taxi dock and the northern portion of the marina. The gangway installed will be ADA accessible and railings will be installed in appropriate locations for passenger safety. There will be both walkway (promenade) and dock lighting installed. There will be appropriate signage to direct passengers to the dock and feature the grantors in accordance with the grant agreement.

Funding for this area is a combination of funding from the MPO, F.I.N.D., and Fish and Wildlife. The engineering and construction cost of this segment of the docks will be apportioned to include the Water Taxi facility. The portion of the MPO grant used is based on the percentage of area that is used for the Taxi Dock. For example, a 120' dock built in which 80' will be used for the taxi facility equals 60%. The area used to calculate overall cost is outlined in orange in attachment "C".

# PROPOSED





# **ATTACHMENT B**

# **REVISED BUDGET**

**Water Taxi dock at the Municipal Marina Attachment B**

Item	Quantity	Units	Unit Price	Total cost	MPO %	MPO Cost
Demolish old Docks	2100	sf	\$15	\$31,500	30%	\$9,450
Floating Dock 120' x 12'	1,440	sf	\$110	\$158,400	60%	\$95,040
Water/electric/Sewage/Fire	1440	sf	\$45	\$64,800	25%	\$16,200
Gangway (ADA) 6'W x30'L	1	each	\$10,800	\$10,800	50%	\$5,400
Piling 12" steel	6	each	\$1,995	\$11,970	60%	\$7,182
Dock Railing (aluminum)	80	lf	\$65	\$5,200	50%	\$2,600
ADA Rail on landing	40	lf	\$65	\$2,600	50%	\$1,300
Bulkhead Replacement	50	lf	\$1,250	\$62,500	30%	\$18,750
Promenade Lighting	6	each	\$1,120	\$6,720	10%	\$672
Dock lighting	6	each	\$600	\$3,600	60%	\$2,160
Walkway pavers	1	each	\$3,800	\$3,800	50%	\$1,900
Benches	4	each	\$690	\$2,760	50%	\$1,380
Signs	2	each	\$175	\$350	100%	\$350
Mechanical Engineering	1	each	\$35,000	\$35,000	60%	\$21,000
Structural Engineering	1	each	\$42,000	\$42,000	60%	\$25,200
Permitting	1	each	\$15,000	\$15,000	50%	\$7,500
Sub-Total				\$457,000		\$216,084
Contingency				\$45,700	50%	\$22,850
<b>Total Estimated Cost</b>				<b>\$502,700.00</b>		<b>\$238,934</b>

# **ATTACHMENT C**

## **REVISED JPA**



# Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS  
SECRETARY

## MEMORANDUM

DATE: September 21, 2009

TO: Mr. Randy Whitfield, P.E.  
MPO Director  
2300 North Jog Road  
4<sup>th</sup> Floor  
West Palm Beach, FL 33411

FROM: Lauren Rand  
Transportation Specialist

SUBJECT: **EXTENSION OF TIME—Joint Participation Agreement**  
**Intermodal – Palm Beach County Water Taxi Docks**

FM No. 415050-1-94-01 Contract No. ANO90

The time allotted for the completion of services on subject agreement dated **August 18, 2004** and any supplemental thereto will expire on **December 31, 2009**

In accordance with Section 18.00 of the Joint Participation Agreement, you may request a time extension. For your convenience, you may complete, sign, date and return this form to me.

It is requested that the Joint Participation Agreement for the subject project be extended until December 31, 2010 for the following reason(s): Awaiting permit approval on one of the sites. Geo Tech (soils) testing completed shows that more silt is at one site than was expected. This means redesign of the dock needs to be done because larger and heavier pilings are needed. There was a reduction of staff to complete same amount of work. 3 of the 9 sites are to be relocated to better serve the public needs.

Agency: Palm Beach County Metropolitan Planning Organization

Date: September 22, 2009

By  
APPROVED:

Title: Director

APPROVED:

District Project Manager

9/29/09

Date

APPROVED:

District Director of Transportation Development

9-29-09

Date