

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Engineering and Public Works
 Submitted For: County Engineer

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Amendment to the Interlocal Agreement (R2004-0553), dated March 30, 2004, with the Village of Royal Palm Beach (Village) for installation of entrance signs.

Summary: This Amendment will extend the expiration date of the Original Agreement to December 31, 2006. There will be no additional fiscal impact.

District: 6 (MRE)

Background and Justification: The County entered into an Interlocal Agreement (R2004-0553) with the Village to reimburse the Village the amount of \$76,589 for installation of entry signs on March 30, 2004, with an expiration date of January 31, 2005. As a result of Hurricanes Frances, Jeanne and Wilma, the Village was delayed in completing the entrance sign installation. The Village is requesting that the County extend the expiration date of the Original Agreement to December 31, 2006, to allow completion of the installation. There is no additional fiscal impact.

Attachments:

1. Location Map
 2. Original Agreement (R2004-0553)
 3. Amendments (2)
-

Recommended by: *HP* *MacConnell* 10/20/06
 Division Director Date

Approved by: *Sy T. Webb* 10/26/06
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
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) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R.D. Ward 10/16/06

III. REVIEW COMMENTS

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

[Signature] 10-30-06
OFMB
Contract Dev. and Control
[Signature] 11/12/06
11/11/06

B. Approved as to Form and Legal Sufficiency:

[Signature] 11/3/06
Assistant County Attorney

This amendment complies with our review requirements.

The amendment is retroactive in nature.

C. Other Department Review:

Department Director

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

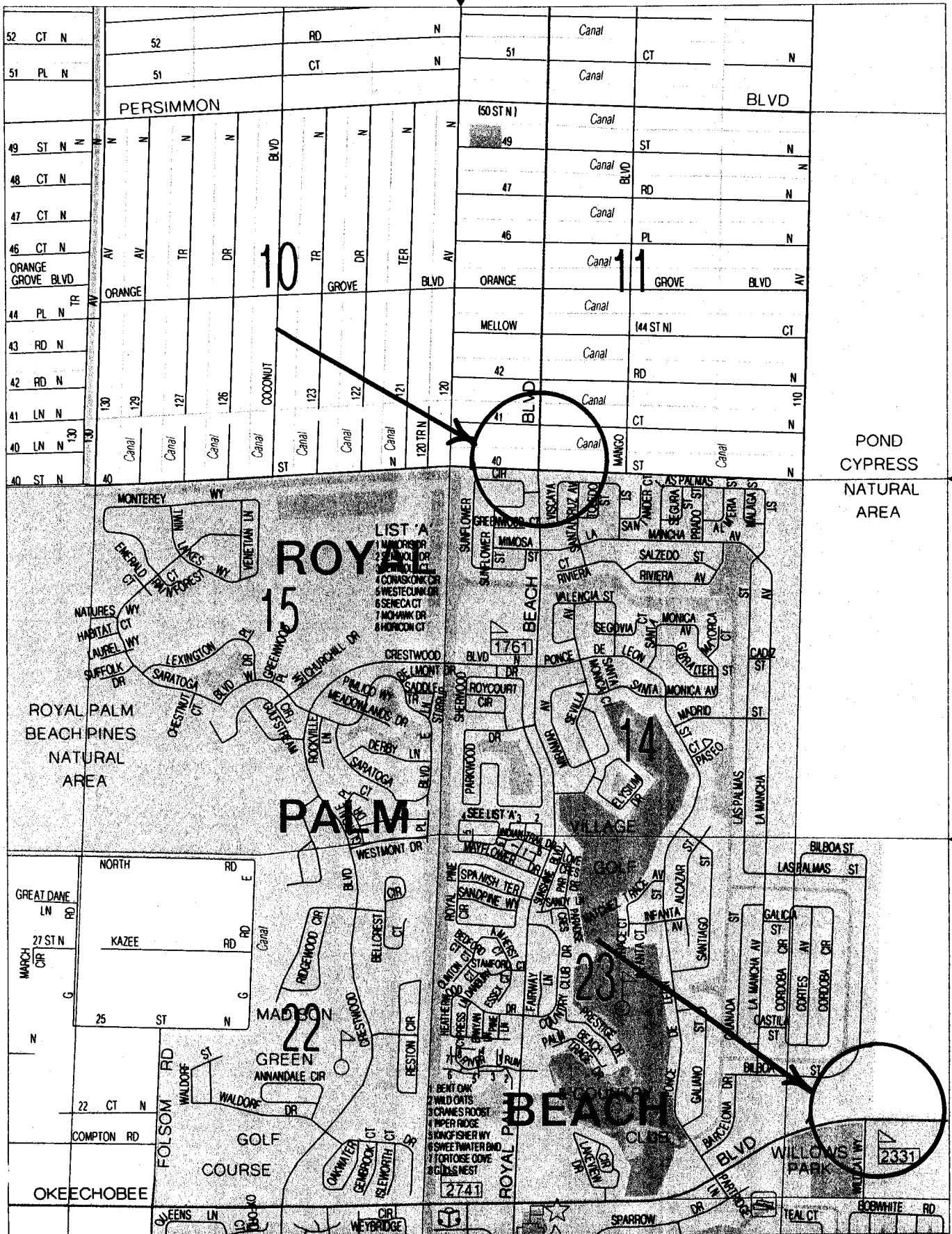
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LOCATION MAP

R2004 0553

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE VILLAGE OF ROYAL PALM BEACH
FOR CONSTRUCTION OF
ENTRANCE SIGNS TO THE VILLAGE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of MAR 30 2004, 2003, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", and the **Village of Royal Palm Beach**, a municipal corporation of the State of Florida, hereinafter, "**VILLAGE**".

WITNESSETH:

WHEREAS, the **VILLAGE** is undertaking esthetic improvements to the entrance to the **VILLAGE** within **VILLAGE** limits hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **IMPROVEMENTS** consist of entrance signs on Royal Palm Beach Boulevard and the southeast corner Okeechobee Boulevard, within **VILLAGE** limits; and

WHEREAS, the **COUNTY** believes that these efforts by the **VILLAGE** serve a public purpose in the enhancement of entrance roads to the **VILLAGE** and wishes to support the **VILLAGE's** efforts to install the **IMPROVEMENTS** by providing reimbursement funding for the documented cost of the **IMPROVEMENTS** in an amount not to exceed **SEVENTY SIX THOUSAND FIVE HUNDRED AND EIGHTY NINE DOLLARS (\$76,589.00)**; and

WHEREAS, after installation of the signs on Royal Palm Beach Boulevard and the southeast Corner of Okeechobee Boulevard, the **VILLAGE** will be responsible for the perpetual maintenance of these **IMPROVEMENTS**; and

WHEREAS, the **COUNTY** and **VILLAGE** are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local government units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and are incorporated herein.
2. The **COUNTY** agrees to provide to the **VILLAGE** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **SEVENTY SIX THOUSAND FIVE HUNDRED AND EIGHTY NINE DOLLARS (\$76,589.00)**.

3. The **COUNTY** agrees to reimburse the **VILLAGE** the amount established in paragraph 2 for costs (material and labor) associated with installation of the **IMPROVEMENTS**, upon the **VILLAGES's** submission of acceptable documentation needed to substantiate its costs for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **VILLAGE** on a reimbursement basis within forty-five days (45) days of receipt of all information required in Paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **VILLAGE** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **VILLAGE** will obtain or provide all labor and materials necessary for the installation of the **IMPROVEMENTS**. The **VILLAGE** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (Pages 1 and 2), which are required for each and every reimbursement to the **VILLAGE**. Said information shall list each invoice payable by the **VILLAGE** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **VILLAGE** shall attach a copy of each vendor invoice paid by the **VILLAGE** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **VILLAGE's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **VILLAGE** as indicated.

7. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **VILLAGE** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

8. The **VILLAGE** agrees to be responsible for the perpetual maintenance of the **IMPROVEMENTS** following the installation and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional or **COUNTY** agency which are required for the subsequent maintenance of the **IMPROVEMENTS**.

9. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than January 31, 2005, and the **COUNTY** shall have no obligation to the **VILLAGE** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. The **VILLAGE** recognizes that it is an independent contractor, and not an agent or servant of the **COUNTY** or its Board of County Commissioners. In the event a claim or lawsuit is brought against the **COUNTY**, its officers, employees, servants or agents, relating to the **IMPROVEMENTS** or any item which is the responsibility of the **VILLAGE**, the **VILLAGE** hereby agrees to the extent permitted by Florida law, save and hold harmless the **COUNTY**, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgements of any type whatsoever arising out of or relating to the existence of the **IMPROVEMENTS** or the performance by the **VILLAGE** as may relate to this Agreement. The **VILLAGE** agrees to pay all costs , attorney's fees and expenses incurred by the **COUNTY**, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of the **COUNTY**.

11. The **VILLAGE** shall, at all times during the term of this Agreement (the installation of the **IMPROVEMENTS**), maintain its status as a self-insured corporation.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **VILLAGE** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

13. The **VILLAGE** shall require each contractor engaged by the **VILLAGE** for

work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- c. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05

14. In the event of termination, the **VILLAGE** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **VILLAGE**; and the **COUNTY** may withhold any payment to the **VILLAGE** for the purpose of off-set until such time as the exact amount of damages due the **COUNTY** is determined.

15. The **VILLAGE**'s termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

16. The **COUNTY** and **VILLAGE** agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of the Agreement.

17. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416

AS TO THE VILLAGE

Village of Royal Palm Beach
Mr. Stanley Hochman, Finance Director
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other 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 shall preclude any other or further exercise thereof.

20. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

21. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

22. Each party agrees to abide by all laws, orders, rules and regulations and the **VILLAGE** will comply with all applicable governmental codes in placement of the **IMPROVEMENTS**.

23. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

24. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

25. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

26. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

29. This Agreement shall take affect upon execution and the effective date shall be the date of execution.

30. County may, at the County's discretion and for the duration of construction, install signs within public property or easement, notifying the public that construction of the project was funded with County dollars.


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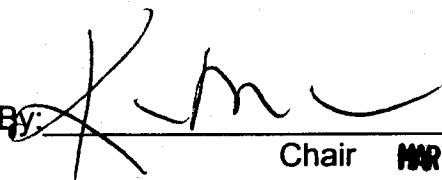
IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

R2004 0553

VILLAGE OF ROYAL PALM BEACH

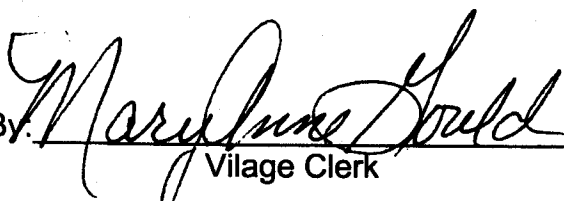
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

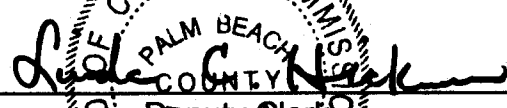
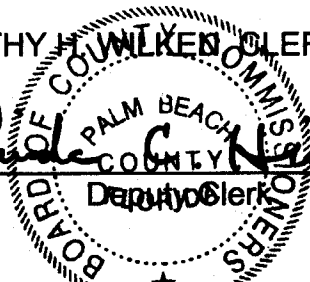
By: 
Mayor

By: 
Chair **MAR 30 2004**

ATTEST:

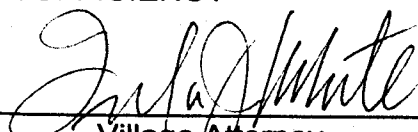
ATTEST:

By: 
Village Clerk

DOROTHY H. WILKES, CLERK
By: 
Deputy Clerk


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Village Attorney

By: 
Assistant County Attorney

Date: March 4, 2004

Date: March 29, 2004

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 3/11/04

**AMENDMENT # 1 TO THE INTER-LOCAL AGREEMENT
R2004-0553, DATED MARCH 30, 2004 WITH THE VILLAGE OF
ROYAL PALM BEACH FOR CONSTRUCTION OF
ENTRANCE SIGNS TO THE VILLAGE**

THIS AMENDMENT is made to the Inter-local Agreement (R2004-0553) dated March 30, 2004 with the Village of Royal Palm Beach, a political subdivision of the State of Florida, hereinafter "**VILLAGE**", and the **BOARD OF COUNTY COMMISSINERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH

WHEREAS, on March 30, 2004, the **VILLAGE** and the **COUNTY** entered into an Inter-local Agreement (R2004-0553) providing for **COUNTY** funding of **VILLAGE** construction of entrance signs in an amount not to exceed **SEVENTY SIX THOUSAND FIVE HUNDRED AND EIGHTY NINE DOLLARS (\$76,589.00)** and;

WHEREAS, on March 30, 2004, the **COUNTY** provided for funding of the Improvements in an amount not to exceed **\$76,589.00** with the **VILLAGE** that provided a completion date of January 31, 2005; and

WHEREAS, the completion date of the Improvements has been delayed due to hurricanes Frances, Jeanne and Wilma within the **COUNTY** and **VILLAGE**; and

WHEREAS, the **COUNTY** and **VILLAGE** desire that this Amendment shall relate back to March 30, 2004, and the Contract continued without interruption nor lapse and its term extended to December 31, 2006; and

NOW, THEREFORE, in consideration of mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The Inter-local Agreement dated March 30, 2004, by and between the **COUNTY** and **VILLAGE** shall be continued, without interruption nor lapse in its term or effect commencing March 30, 2004 and expiring December 31, 2006. Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:
 9. All installation of these Improvements shall be completed and final invoices submitted to the **COUNTY** no later than

December 31, 2006, and the **COUNTY** shall have no obligation to the **VILLAGE** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

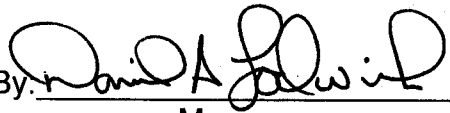
2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.
3. All other provisions of the Inter-local Agreement dated March 30, 2004, shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment and it is effective on the date first above written.

VILLAGE OF ROYAL PALM BEACH

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

By: 
Mayor

By: _____
Chair

ATTEST:

ATTEST:

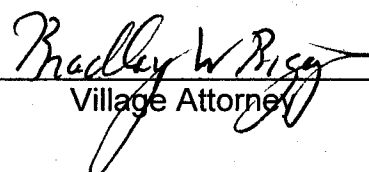
SHARON R. BOCK,
CLERK & COMPTROLLER

By: 
Village Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Village Attorney

By: _____
Assistant County Attorney

Date: 8-17-06

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 10/20/06