

Agenda Item #: 3-C-39

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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

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

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve:

A. An Amendment to Agreement R2006-0300, dated February 28, 2006, in the amount of \$35,000, that will increase the amount reimbursed to the Town of South Palm Beach for street lighting along SR A1A/Ocean Boulevard.

B. A Budget Transfer of \$35,000 in the Transportation Improvement Fund from Reserve for District 4 to Town of South Palm Beach A-1-A/Ocean Boulevard – District 4.

**Summary:** This Amendment and Budget Transfer will increase by \$35,000 the amount reimbursed to the Town for installation of street lights along SR A-1-A/Ocean Boulevard to \$95,000.

**District:** 4 (MRE)

**Background and Justification:** The Town is undertaking the installation of street lights along SR A-1-A/Ocean Boulevard within Town limits. The Town requested financial assistance through the District 4 Commissioner. The District 4 Commissioner provided initial funding of \$60,000 on February 28, 2006 (R2006-0300). The District 4 Commissioner wishes to increase the funding for the project by \$35,000, bringing the total reimbursement for the project to \$95,000. The Town will be responsible for maintenance of the project after installation.

**Attachments:**

1. Location Map
2. Project Authorization
3. Original Agreement
4. Agreements (2)
5. Budget Transfer

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Recommended by: <sup>4p</sup> Phillip A. Russell 10/17/06  
Division Director Date

Approved by: Ag T. Webb 10/24/06  
County Engineer Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	\$35,000	-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	\$35,000	-0-	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

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

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

Transportation Improvement Fund  
Reserve for District 4  
S Palm Beach-AlA/Ocean Blvd Street Lights-Dist 4

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

## III. REVIEW COMMENTS

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

[Signature] 10-25-06  
OFMB  
[Signature] 10/25/06  
[Signature] 10-25-06  
[Signature] 10/26/06  
[Signature] 10/27/06  
Contract Dev. and Control

### B. Approved as to Form and Legal Sufficiency:

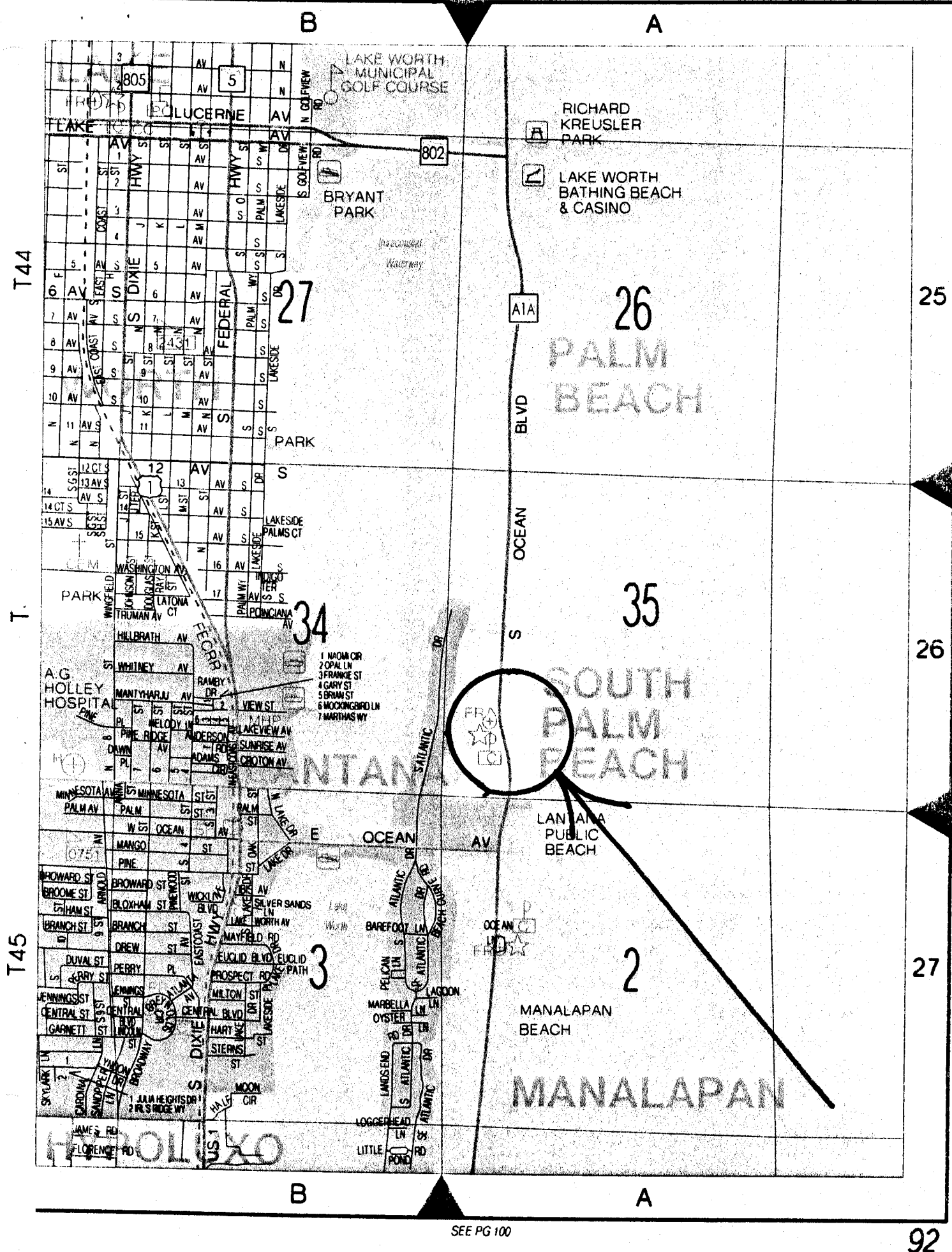
[Signature] 11/1/06  
Assistant County Attorney

This amendment complies with  
our review requirements.

### C. Other Department Review:

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

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



# LOCATION MAP

FEB 10 2006



P.O. Box 1989  
West Palm Beach, FL 33402-1989  
(561) 355-2001  
FAX: (561) 355-3990  
www.pbcgov.com

**Palm Beach County  
Board of County  
Commissioners**

Tony Masilotti, Chairman  
Addie L. Greene, Vice Chairperson  
Karen T. Marcus  
Jeff Koons  
Warren H. Newell  
Mary McCarty  
Burt Aaronson

**County Administrator**  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

February 8, 2006

The Honorable Maury Jacobson  
Mayor  
Town of South Palm Beach  
3577 South Ocean Boulevard  
South Palm Beach, Florida 33480

Dear Mayor Jacobson:

I am pleased to let you know you that I am allocating \$35,000 from the District IV Gas Tax Discretionary Fund to the Town of South Palm Beach. These funds are for the installation of landscape lighting along AIA in conjunction with the upcoming FDOT road construction improvements.

By copy of this letter I am advising County staff to process this request. I am certain you will be hearing from them in the near future.

It is a pleasure to assist the Town in their beautification efforts. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Mary McCarty".  
Mary McCarty  
Commissioner, District IV  
Palm Beach County Commission

MM: kfs

cc: Harvey Phillips, Special Projects Coordinator

**PROJECT AUTHORIZATION**

**INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
THE TOWN OF SOUTH PALM BEACH  
FOR INSTALLATION OF STREET  
LIGHTS ALONG SR-A1A/OCEAN BOULEVARD**

R2006 0300

THIS INTERLOCAL AGREEMENT is made and entered into this FEB 28 2006 day of \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **THE TOWN OF SOUTH PALM BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**TOWN**"

**WITNESSETH:**

**WHEREAS**, the **TOWN** is undertaking the installation of street lights along SR-A1A/Ocean Boulevard within the **TOWN** limits hereinafter referred to as "**PROJECT**"; and

**WHEREAS**, the **PROJECT** consists of installation of decorative light poles, landscape lighting, pull boxes, pole distribution systems, underground cable and conduit for street lighting along SR-A1A/Ocean Boulevard, within the **TOWN** limits; and

**WHEREAS**, the **COUNTY** believes that the **PROJECT** to provide decorative lights for this street serves a public purpose in the enhancement of the **TOWN** and wishes to support the **PROJECT** by providing supplemental reimbursement funding for the documented costs of the **PROJECT** in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**; and

**WHEREAS**, after the installation of the **PROJECT**, the **TOWN** will be responsible for the subsequent maintenance of the **STREET LIGHTS**.

**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 incorporated herein.
2. The **COUNTY** agrees to provide to the **TOWN** reimbursement funding for documented costs of the **PROJECT** in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**.
3. The **COUNTY** agrees to reimburse the **TOWN** the amount established in paragraph 2 for costs associated with the **PROJECT**, upon the **TOWN's** submission of acceptable documentation needed to substantiate its cost for the **PROJECT**. The **COUNTY** will use its best efforts to provide said funds to the **TOWN** on

a reimbursement basis within forty-five (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 **TOWN** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **PROJECT**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **TOWN** will obtain or provide all labor and materials necessary for the **PROJECT**. The **TOWN** 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 & 2), which are required for each and every reimbursement to the **TOWN**. Said information shall list each invoice payable by the **TOWN** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **TOWN** shall attach a copy of each vendor invoice paid by the **TOWN** 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 **TOWN's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **TOWN** 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 **TOWN** 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 **TOWN** agrees to be responsible for the subsequent maintenance of the **PROJECT** following installation. The **TOWN** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for the **PROJECT**.

9. The **PROJECT** shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2007, and the **COUNTY** shall have no obligation to the **TOWN** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **TOWN** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **TOWN's** negligence in connection with this Agreement or the performance by the **TOWN** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

11. The **TOWN** shall, at all times during the term of this Agreement, maintain appropriate insurance.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **TOWN** 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 **TOWN** shall require each contractor engaged by the **TOWN** for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- a. 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.
- b. A payment and performance bond for the total amount of the **PROJECT** in accordance with Florida Statute 255.05.

14. In the event of termination, the **TOWN** 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 **TOWN**; and the **COUNTY** may withhold any payment to the **TOWN** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

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

16. The **COUNTY** and **TOWN** 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 this 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 33416-1229

AS TO THE CITY

Town of South Palm Beach  
Ms. Vanessa Mutchnik  
Assistant to Town Manager  
3577 South Ocean Boulevard  
South Palm Beach, Florida 33480

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any 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 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 **TOWN** will comply with all applicable governmental codes during the **PROJECT**.

23 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.

24. 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.

25. 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.

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

27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

28. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

REMAINDER OF PAGE LEFT BLANK

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

R2006 0300

FEB 28 2006

TOWN OF SOUTH PALM BEACH

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

By: Rx Taylor

Town Manager

By: Tony Maslotti

Tony Maslotti, Chairman

ATTEST:

ATTEST:

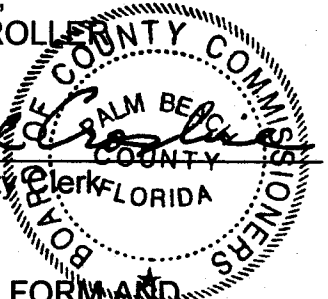
SHARON R. BOCK,  
CLERK & COMPTROLLER

By: Eleonor M. Tull

Town Clerk

By: Judith Crocker

Deputy Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Julia White

Town Attorney

By: Monroe P. Potts

Assistant County Attorney

Date: 12/20/05

By: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

By: Julia MacConnell

Date: 1/5/06

**AMENDMENT # 1 TO THE INTER-LOCAL AGREEMENT  
DATED FEBRUARY 28, 2006 WITH THE TOWN OF  
SOUTH PALM BEACH FOR REIMBURSEMENT OF COSTS  
FOR INSTALLATION OF STREET LIGHTS ALONG SR-A1A/OCEAN BOULEVARD**

**THIS AMENDMENT** is made to the Inter-local Agreement (R2006-0300) dated February 28, 2006 with the Town of South Palm Beach, a political subdivision of the State of Florida, hereinafter "**TOWN**", and the **BOARD OF COUNTY COMMISSINERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

**WITNESSETH**

**WHEREAS**, on February 28, 2006, the **TOWN** and the **COUNTY** entered into an Inter-local Agreement (R2006-0300) providing for **COUNTY** funding of the installation of street lights along SR-A1A/Ocean Boulevard by the **TOWN** in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)** and;

**WHEREAS**, on February 28, 2006, the **COUNTY** provided for funding of the street lights in an amount not to exceed **\$60,000.00** with the **TOWN** that provided a completion date of December 31, 2007; and

**WHEREAS**, the District Commissioner has requested that the funding amount be increased by an additional \$35,000.00 to \$95,000.00 and

**WHEREAS**, the **COUNTY** and **TOWN** desire that this Amendment shall relate back to February 28, 2006, and the Contract continued without interruption nor lapse and the funding increased to an amount not to exceed \$95,000.00; and

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

1. The Inter-local Agreement dated February 28, 2006, by and between the **COUNTY** and **TOWN** shall be continued, without interruption nor lapse in its term or effect commencing February 28, 2006 and expiring December 31, 2007. The amount of the Agreement shall be increased by \$35,000.00 and shall not exceed the total amount of \$95,000.00. Accordingly, the Agreement is hereby amended to revise paragraph 2 as follows:
2. The **COUNTY** agrees to provide the **TOWN** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **NINETY FIVE THOUSAND DOLLARS (\$95,000.00)**.

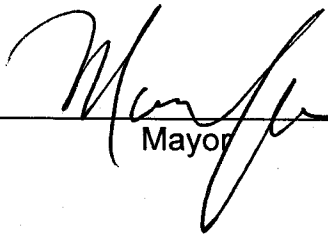
2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.
3. All other provisions of the Inter-local Agreement dated February 28, 2006, shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

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

TOWN OF  
SOUTH PALM BEACH


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

By:  Mayor      By: \_\_\_\_\_ Chairman

ATTEST:


ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:  Town Attorney      By: \_\_\_\_\_ Assistant County Attorney

Date: 9/26/06      Date: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

By: 

Date: 10/17/06

2007 \_\_\_\_\_

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX101006-94

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/10/06	REMAINING BALANCE
<u>S PALM BCH-A1A/OCEAN BLVD ST LIGHTS-DIST 4</u>								
3500-368-1193-8101	Contributions Othr Govtl Agency	60,000	60,000	35,000	0	95,000	60,000	35,000
<u>RESERVE FOR DISTRICT 4</u>								
3500-368-9114-9907	Res-Future Construction	2,625,107	2,586,307	<u>0</u>	<u>35,000</u>	2,551,307		
				35,000	35,000			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>11/21/06</u>
Engineering & Public Works	<u>R. D. Ward</u>	<u>10/10/06</u>	
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners