

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date:** January 9, 2007      ☒ **Consent**      ☐ **Regular**  
    ☐ **Workshop**      ☐ **Public Hearing**

**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Streetscape Section

## **I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** An Interlocal Agreement with the City of West Palm Beach (City) to provide for maintenance of County installed beautification improvements on Northlake Boulevard from east of State Road 7 Extension right of way to west of Beeline Highway (project).

**Summary:** On August 15, 2006, a Board Item (with Budget Transfer) in the amount of \$250,000 was approved for the design and future County installation of the project. The design by a County consultant has been completed for this project and the beautification improvements shall be installed by the County in accordance with the approved plans. This Agreement with the City provides for the perpetual maintenance of the beautification improvements for the project by the City. The beautification will not be installed until the Maintenance Agreement with the City is fully executed.

**District: 6 (ME)**

**Background and Justification:** This project, which will be maintained by the City, will enhance the appearance of this public roadway. A Budget Transfer to accomplish both the design and the installation has already been accomplished using District 6 Reserves. The District 6 Commissioner has agreed to the use of District 6 Reserves for this purpose.

**Attachments:**

1. Location Sketch.
2. Agreements (2).

Recommended By: ABZ 11/30/06 SA  
Division Director Date

Approved By: Sy T. Webb 12/6/06  
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:

Transportation Improvement Fund

Northlake Blvd/SR 7 ROW to Beeline Beautification

This item has no additional fiscal impact.

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

*R. D. Ward 11/27/06*

## III. REVIEW COMMENTS

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

*John D. ... 12-12-06*  
OFMB  
*adm 12-12-06*  
*12/11/06*

*Dr. J. ... 12/18/06*  
Contract Dev. and Control  
*6/8/06 12/14/06*

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

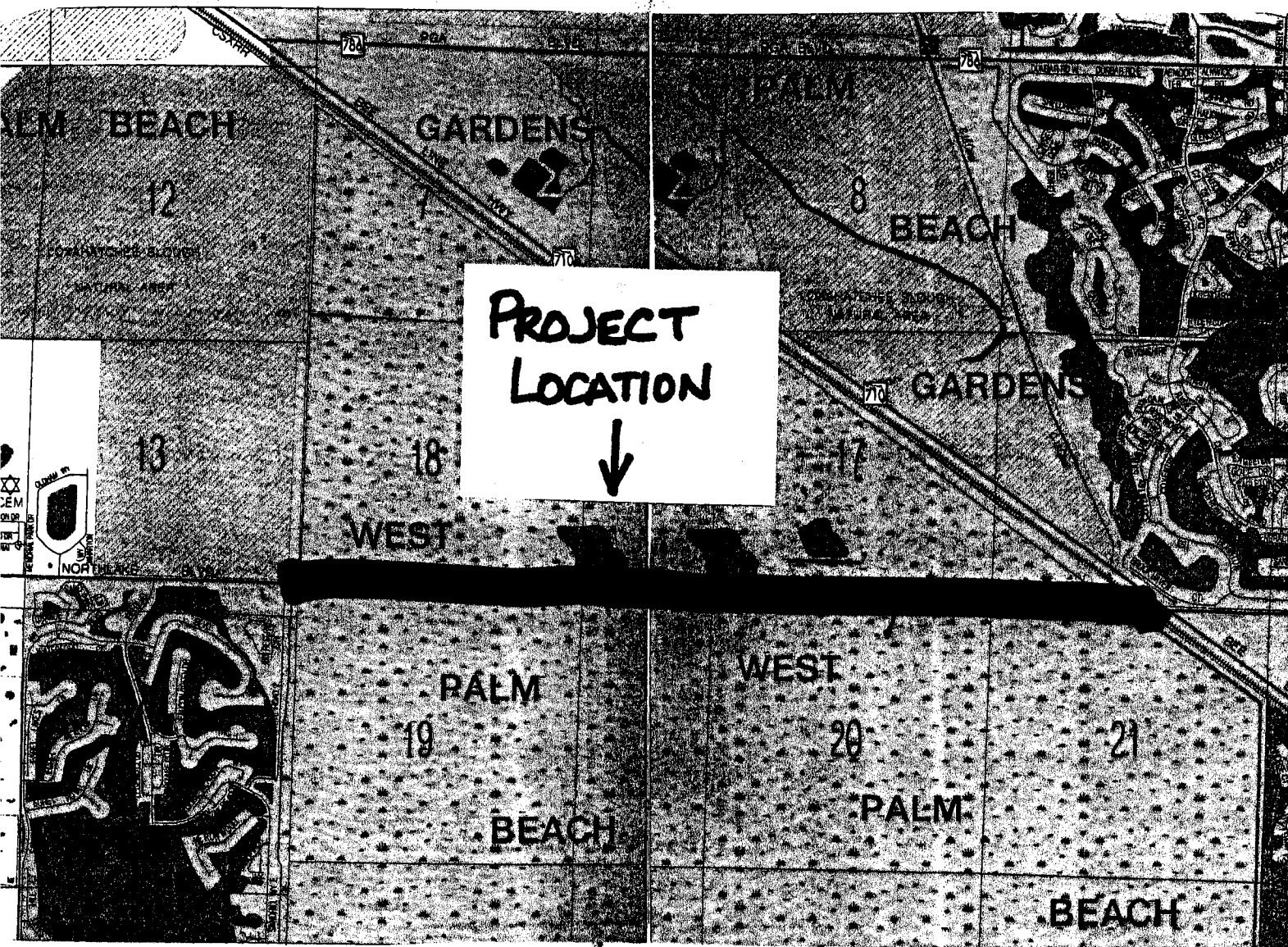
*Marlene R. ... 12/19/06*  
Assistant County Attorney

This Contract complies with our contract review requirements.

### C. Other Department Review:

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

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



LOCATION SKETCH

**INTER-LOCAL AGREEMENT WITH CITY OF WEST PALM BEACH  
NORTHLAKE BOULEVARD BEAUTIFICATION MAINTENANCE**

**THIS INTER-LOCAL AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between CITY OF WEST PALM BEACH, a municipal corporation of the State of Florida, hereinafter "CITY", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".**

**W I T N E S S E T H:**

**WHEREAS, in accordance with CITY's wishes, COUNTY is undertaking the installation of beautification improvements on Northlake Boulevard from east of State Road 7 Extension right of way to west of Beeline Highway (as detailed on plans prepared by Wayne Villavaso Landscape Architect, Inc., "WVLA"), hereinafter "IMPROVEMENTS"; and**

**WHEREAS, COUNTY believes that such efforts serve a public purpose in the enhancement of the appearance of this thoroughfare and wishes to install the IMPROVEMENTS which will be maintained by the CITY following their installation; and**

**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. COUNTY agrees to install the IMPROVEMENTS utilizing funding provided from Commission District 6 Discretionary Funds for Improvements in an amount not to exceed TWO HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED THIRTEEN AND 00/100 DOLLARS (\$235,713.00), (\$250,000.00 total funding allocation for the project, minus \$14,287.00 design fee).**
- 3. Following its acceptance of the IMPROVEMENTS, CITY agrees to be responsible for the perpetual maintenance of the IMPROVEMENTS including median areas and roadsides, and the in-kind replacement of any failed plant materials 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.**

1           4.     Without waiving the right to sovereign immunity as provided by the  
2     Florida Statutes, Chapter 768.28, the CITY acknowledges to be self-insured for  
3     general liability and automobile liability.

4           5.     COUNTY and CITY agree that no person shall, on the grounds of race,  
5     color, national origin, sexual orientation, religion or creed, sex, age, or handicap be  
6     discriminated against in performance of the Agreement.

7           6.     COUNTY may, at COUNTY's discretion and for the duration of  
8     IMPROVEMENTS, install signs within the public property or easement, notifying the  
9     public that the IMPROVEMENTS were funded with COUNTY dollars.

10          7.     CITY recognizes that it is an independent contractor, and not an agent  
11     or servant of COUNTY or its Board of County Commissioners. In the event a claim or  
12     lawsuit is brought against COUNTY, its officers, employees, servants or agents,  
13     relating to the IMPROVEMENTS or any item addressed in this Agreement which is  
14     the responsibility of CITY, CITY hereby agrees, to the extent permitted by law, to  
15     indemnify, save and hold harmless COUNTY, its officers, employees, servants or  
16     agents, and to defend said persons from any such claims, liabilities, causes of  
17     action and judgments of any type whatsoever arising out of or relating to the  
18     negligent or wrongful acts or omissions of CITY relating to the obligations of CITY  
19     under this Agreement. CITY, to the extent permitted by law, agrees to pay all costs,  
20     attorney's fees and expenses incurred by COUNTY, its officers, employees, servants  
21     or agents in connection with such claims, liabilities or suits except as may be  
22     incurred due to the negligence of COUNTY.

23          8.     In the event of termination, CITY shall not be relieved of liability to  
24     COUNTY for damages sustained by COUNTY by virtue of any breach of the contract  
25     by CITY. In the event CITY elects to discontinue its maintenance obligation for the  
26     IMPROVEMENTS under this Agreement, it shall be the obligation of CITY to restore,  
27     if necessary, the area of the IMPROVEMENTS on COUNTY's right-of-way to a  
28     condition acceptable to COUNTY Engineer, which shall be in accordance with  
29     Federal, State and COUNTY standards for road construction and/or maintenance. In

the event CITY fails to restore the area of the IMPROVEMENTS to a condition acceptable to COUNTY Engineer, COUNTY may undertake such restoration and CITY shall be liable for the costs of such restoration

9. 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 prepaid, to the following:

**AS TO COUNTY**

Manager, Streetscape Section  
Palm Beach County Department of  
Engineering and Public Works  
Post Office Box 21229  
West Palm Beach, Florida 33416-1229

**AS TO CITY**

CITY Administrator  
CITY of West Palm Beach  
P.O. Box 3366  
West Palm Beach, FL 33402

10. 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.

11. 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.

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

5           **13. Each party agrees to abide by all laws, orders, rules and regulations and**  
6 **CITY will comply with all applicable governmental landscaping codes in the**  
7 **maintenance and replacement of the IMPROVEMENTS.**

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

12           **15. CITY shall promptly notify COUNTY of any lawsuit-related complaint, or**  
13 **cause of action threatened or commenced against it which arises out of or relates, in**  
14 **any manner, to the performance of this Agreement.**

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

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

22           **18. This Agreement represents the entire understanding among the parties,**  
23 **and supersedes all other negotiations, representations, or agreements, either written**  
24 **or oral, relating to this Agreement.**

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

27           **20. This Agreement shall take affect upon execution and the effective date**  
28 **shall be the date of execution.**

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

CITY OF WEST PALM BEACH

(CITY SEAL)

CITY OF WEST PALM BEACH,  
BY ITS CITY COMMISSION

ATTEST:

By: [Signature]  
CITY CLERK

By: [Signature]  
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: CM 10/10/06  
CITY ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
~~TONY MASILOTTI, CHAIRMAN~~  
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]

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