

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 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 Amendment to the Financial Assistance Agreement (R2006-1226) with the Town of Lake Park (Town), for an extension of the completion date for Engineering and Beautification Design.

**Summary:** The original Agreement provides for a reimbursement to the Town in an amount not to exceed \$160,000, for the Town's engineering and beautification design for Park Avenue from Seventh Street to Federal Highway. This Amendment with the Town will extend the completion date from June 30, 2007 to June 30, 2008. The completion date of the engineering and beautification design has been delayed due to Town staff turnover.

**District:** 1 (ME)

**Background and Justification:** Funding under this Agreement, in an amount not to exceed \$160,000, comes from the District 1 Gas Tax Reserves. The Town has already executed this Amendment.

**Attachments:**

1. Location Sketch.
2. Commissioner Authorization for the Extension.
3. Amendment to Financial Assistance Agreements (2).
4. Financial Assistance Agreement of July 11, 2006.

Recommended by:

AS Hestle  
Division Director

7/27/07  
Date

*SHC*

Approved By:

D. T. Webb  
County Engineer

8/15/07  
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-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# 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. J. Ward 7/30/07

**III. REVIEW COMMENTS**

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

[Signature] 8-21-07  
 OFMB  
 [Handwritten initials]

[Signature] 8/22/07  
 Contract Dev and Control  
 [Handwritten initials]

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

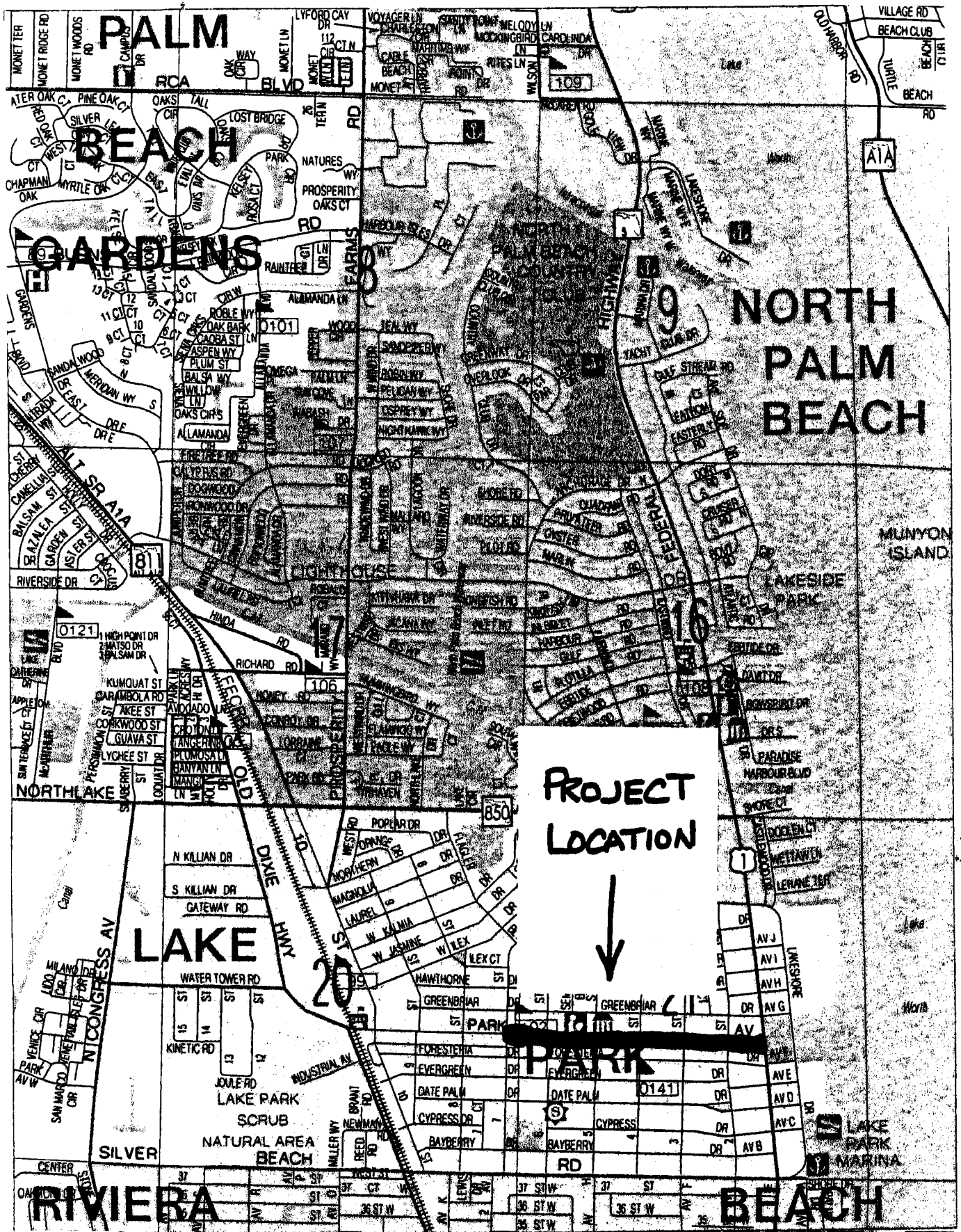
This amendment complies with our review requirements.

[Signature] 8/28/07  
 Assistant County Attorney

**C. Other Department Review:**

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

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



LOCATION SKETCH

**From:** Andrew Hertel  
**To:** Gary Gregory  
**Date:** 7/26/2007 1:16:40 PM  
**Subject:** Fwd: Lake Park Agreement

>>> Patricia Weaver 7/26/07 10:04:20 AM >>>

Commissioner Marcus has authorized the extension of the financial agreement with the Town of Lake Park in the amount of \$160,000 for the design of Park Avenue. Thank you.

Trish Weaver  
Administrative Assistant to  
Commissioner Karen T. Marcus

ATTACHMENT #2

**1 AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT R2006-1226 DATED**  
**2 JULY 11, 2006 FOR THE TOWN OF LAKE PARK**  
**3 PARK AVENUE ENGINEERING AND BEAUTIFICATION DESIGN**

**4**  
**5**  
**6 THIS AMENDMENT is made to the Financial Assistance Agreement (R2006-**  
**7 1226) dated July 11, 2006, by and between the TOWN OF LAKE PARK, a municipal**  
**8 corporation of the State of Florida, hereinafter "TOWN", and the BOARD OF COUNTY**  
**9 COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of**  
**10 Florida, hereinafter "COUNTY".**

**11**  
**12**  
**13 WITNESSETH:**  
**14**

**15 WHEREAS, on July 11, 2006, TOWN and COUNTY entered into a financial**  
**16 assistance agreement (R2006-1226) providing for reimbursement funding of the cost**  
**17 of TOWN's planned DESIGN of Park Avenue from Seventh Street to Federal Highway,**  
**18 in an amount not to exceed ONE HUNDRED SIXTY THOUSAND AND 00/100**  
**19 DOLLARS (\$160,000.00); and**

**20 WHEREAS, R2006-1226 provided for a completion date of June 30, 2007; and**

**21 WHEREAS, the completion date of the DESIGN has been delayed due to TOWN**  
**22 staff turnover; and**

**23 WHEREAS, COUNTY and TOWN desire that this amendment shall relate back**  
**24 to July 11, 2006, and the Contract continued without interruption nor lapse and its**  
**25 term extended for an additional twelve (12) month period.**

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

- 28 1. The Financial Assistance Agreement dated July 11, 2006, by**  
**29 and between TOWN and COUNTY shall be continued, without**  
**30 interruption nor lapse in its term or effect, for an additional twelve (12)**  
**31 month period commencing on June 30, 2007, and expiring June 30,**  
**32 2008. Accordingly, the Agreement is hereby amended to revise**  
**33 paragraph 8 as follows:**

**AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE TOWN OF LAKE PARK FOR PARK AVENUE ENGINEERING AND BEAUTIFICATION DESIGN**

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**8. All DESIGN shall be completed and final invoices submitted to COUNTY no later than June 30, 2008, and COUNTY shall have no obligation to TOWN or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.**

**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 Financial Assistance Agreement dated July 11, 2006, shall remain in full force and effect.**

**(INTENTIONALLY LEFT BLANK)**

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE TOWN OF LAKE PARK FOR PARK AVENUE ENGINEERING AND BEAUTIFICATION DESIGN

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

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

TOWN OF LAKE PARK,  
BY ITS TOWN COUNCIL

5  
6  
7 By: \_\_\_\_\_  
8 ADDIE L. GREEN, CHAIRPERSON

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


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10  
11 (COUNTY SEAL)



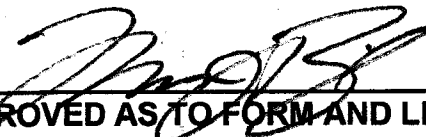
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14 ATTEST:  
15 SHARON R. BOCK, CLERK &  
16 COMPTROLLER

ATTEST: FLORIDA

17 By: \_\_\_\_\_  
18 DEPUTY CLERK

By:  \_\_\_\_\_  
TOWN CLERK

19 By: \_\_\_\_\_  
20 APPROVED AS TO FORM AND LEGAL  
21 SUFFICIENCY  
22 ASSISTANT COUNTY ATTORNEY

By:  \_\_\_\_\_  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY  
TOWN ATTORNEY

23 By:  \_\_\_\_\_  
24 APPROVED AS TO TERMS AND  
25 CONDITIONS

**FINANCIAL ASSISTANCE AGREEMENT FOR TOWN OF LAKE PARK  
PARK AVENUE ENGINEERING AND BEAUTIFICATION DESIGN**

THIS INTER-LOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of  
JUL 11 2006, 2006, by and between the TOWN OF LAKE PARK, a municipal  
corporation of the State of Florida, hereinafter "TOWN", and PALM BEACH COUNTY,  
a political subdivision of the State of Florida, hereinafter "COUNTY".

**WITNESSETH:**

WHEREAS, TOWN is undertaking engineering and design for the  
reconfiguration and beautification of Park Avenue from Seventh Street to Federal  
Highway, hereinafter "DESIGN"; and

WHEREAS, COUNTY believes that such efforts by TOWN serve a public  
purpose in planning for the reconfiguration and beautification of this public roadway  
and wishes to support TOWN's DESIGN by providing reimbursement funding for the  
cost of the DESIGN from Commission District 1 Discretionary Funds for  
Improvements, in an amount not to exceed ONE HUNDRED SIXTY THOUSAND and  
00/100 DOLLARS (\$160,000.00); and

WHEREAS, the DESIGN is in anticipation of TOWN's future construction of the  
designed road and beautification, and then perpetual maintenance by TOWN.

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 provide to TOWN reimbursement funding for  
documented costs from Commission District 1 Discretionary Funds for DESIGN in an  
amount not to exceed ONE HUNDRED SIXTY THOUSAND and 00/100 DOLLARS  
(\$160,000.00) for TOWN's DESIGN.
3. COUNTY agrees to reimburse TOWN the amount established in  
paragraph 2 for costs associated with the DESIGN, upon TOWN's submission of  
acceptable documentation needed to substantiate their costs for the DESIGN.  
COUNTY will use its best efforts to provide said funds to TOWN on a reimbursement  
basis within forty-five (45) days of receipt of all information required in Paragraph 6,  
below.



1           **4. The COUNTY's obligation and performance under this Agreement is**  
2 **limited to its payment obligation and shall have no obligation to any other person or**  
3 **entity.**

4           **5. TOWN agrees to assume all responsibility for preparation, procurement**  
5 **and administration of the contract(s) for the DESIGN, including payment(s) to**  
6 **contractor(s), pursuant to all applicable governmental laws and regulations and will**  
7 **comply with all applicable governmental codes and permitting requirements.**

8           **6. TOWN will obtain or provide all labor and materials associated with the**  
9 **DESIGN. COUNTY shall have the final determination of eligibility for reimbursement.**  
10 **TOWN shall furnish the Manager, Streetscape Section, of COUNTY's Department of**  
11 **Engineering and Public Works with a request for payment supported by the**  
12 **following:**

13           **a. A Contract Payment Request Form and a Contractual Services**  
14 **Purchases Schedule Form, attached hereto and incorporated herein as**  
15 **Exhibit "A" (pages 1 and 2) which are required for each and every**  
16 **reimbursement requested by TOWN. Said information shall list each**  
17 **invoice payable by TOWN and shall include the vendor invoice number,**  
18 **invoice date, and the amount payable by TOWN. TOWN shall attach a**  
19 **copy of each vendor invoice paid by TOWN along with a copy of the**  
20 **respective check and shall make reference thereof to the applicable**  
21 **item listed on the Contractual Services Purchases Schedule Form.**  
22 **Further, the Program Administrator and the Program Financial Officer**  
23 **for TOWN shall also certify that each vendor invoice listed on the**  
24 **Contractual Services Purchases Schedule Form was paid by TOWN as**  
25 **indicated.**

1           **7. TOWN shall maintain adequate records to justify all charges, expenses,**  
2 **and costs incurred in performing the DESIGN for at least three (3) years after the**  
3 **completion of such DESIGN. COUNTY shall have access to all books, records and**  
4 **documents as required in this Section for the purpose of inspection or audit during**  
5 **normal business hours.**

6           **8. All DESIGN shall be completed and final invoices submitted to COUNTY**  
7 **no later than June 30, 2007, and COUNTY shall have no obligation to TOWN or any**  
8 **other entity or person for any cost incurred thereafter unless the time for completion**  
9 **is extended by modification of this Agreement as provided herein.**

10           **9. TOWN 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 DESIGN or any item which is the responsibility of TOWN, TOWN**  
14 **hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless**  
15 **COUNTY, its officers, employees, servants or agents, and to defend said persons**  
16 **from any such claims, liabilities, causes of action and judgments of any type**  
17 **whatsoever arising out of or relating to the negligent or wrongful acts or omissions**  
18 **of TOWN relating to the obligations of TOWN under this Agreement. TOWN, to the**  
19 **extent permitted by law, agrees to pay all costs, attorney's fees and expenses**  
20 **incurred by COUNTY, its officers, employees, servants or agents in connection with**  
21 **such claims, liabilities or suits except as may be incurred due to the negligence of**  
22 **COUNTY.**

23           **10. TOWN shall, at all times during the term of this Agreement, maintain in**  
24 **force its status as an insured municipal corporation.**

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

7           **12. TOWN shall require each contractor engaged by TOWN for work**  
8 **associated with this Agreement to maintain:**

9                   **a. Workers' Compensation coverage in accordance with Florida**  
10 **Statutes, and;**

11                   **b. Commercial General Liability coverage, including vehicle coverage,**  
12 **in combined single limits of not less than ONE MILLION AND 00/100**  
13 **DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage**  
14 **as an additional insured.**

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

19           **14. TOWN's termination of this AGREEMENT shall result all obligations of**  
20 **COUNTY for funding contemplated herein to be canceled.**

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

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



1           21. Each party agrees to abide by all laws, orders, rules and regulations and  
2 TOWN will comply with all applicable governmental codes related to the DESIGN.

3           22. The parties to this Agreement shall not be deemed to assume any  
4 liability for the negligent or wrongful acts, or omissions of the other party (or  
5 parties). Nothing contained herein shall be construed as a waiver, by any of the  
6 parties, of the liability limits established in Section 768.28, Florida Statutes.

7           23. TOWN shall promptly notify COUNTY of any lawsuit-related complaint,  
8 or cause of action threatened or commenced against it which arises out of or  
9 relates, in any manner, to the performance of this Agreement.

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

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

17          26. This Agreement represents the entire understanding among the parties,  
18 and supersedes all other negotiations, representations, or agreements, either written  
19 or oral, relating to this Agreement.

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

22          28. This Agreement shall take affect upon execution and the effective date  
23 shall be the date of execution.

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

3 TOWN OF LAKE PARK

4 (TOWN SEAL)

TOWN OF LAKE PARK,  
BY ITS TOWN COUNCIL

8 ATTEST:

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By: *[Signature]*  
TOWN CLERK

By: *[Signature]*  
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*  
TOWN ATTORNEY

PALM BEACH COUNTY

R2006 1226  
JUL 11 2006

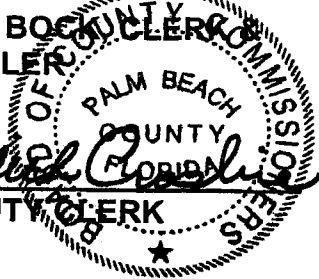
(COUNTY SEAL)

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

ATTEST:

SHARON R. BOGGS  
COUNTY CLERK  
COMPTROLLER

By: *[Signature]*  
DEPUTY CLERK



Karen T. Marcus  
By: *[Signature]*  
for TONY MASILOTTI, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*