

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2008 **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: A Financial Assistance Agreement with the Village of Royal Palm Beach (Village) for beautification improvements on the Florida Department of Transportation's State Road 7 from the south Village limit (approximately one mile south of Southern Boulevard) to Southern Boulevard. Funding for this agreement was approved by a previous agreement (R2004-1409) which expired on September 30, 2006. This Agreement expires on March 31, 2009.

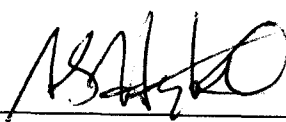
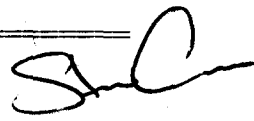
Summary: The original Agreement provides for a reimbursement, in an amount not to exceed \$112,944, to the Village for the planned improvements on the Florida Department of Transportation's State Road 7 from the south Village limit to Southern Boulevard. The completion date of the improvements has been delayed due to contractual issues.


District: 6 (MRE)

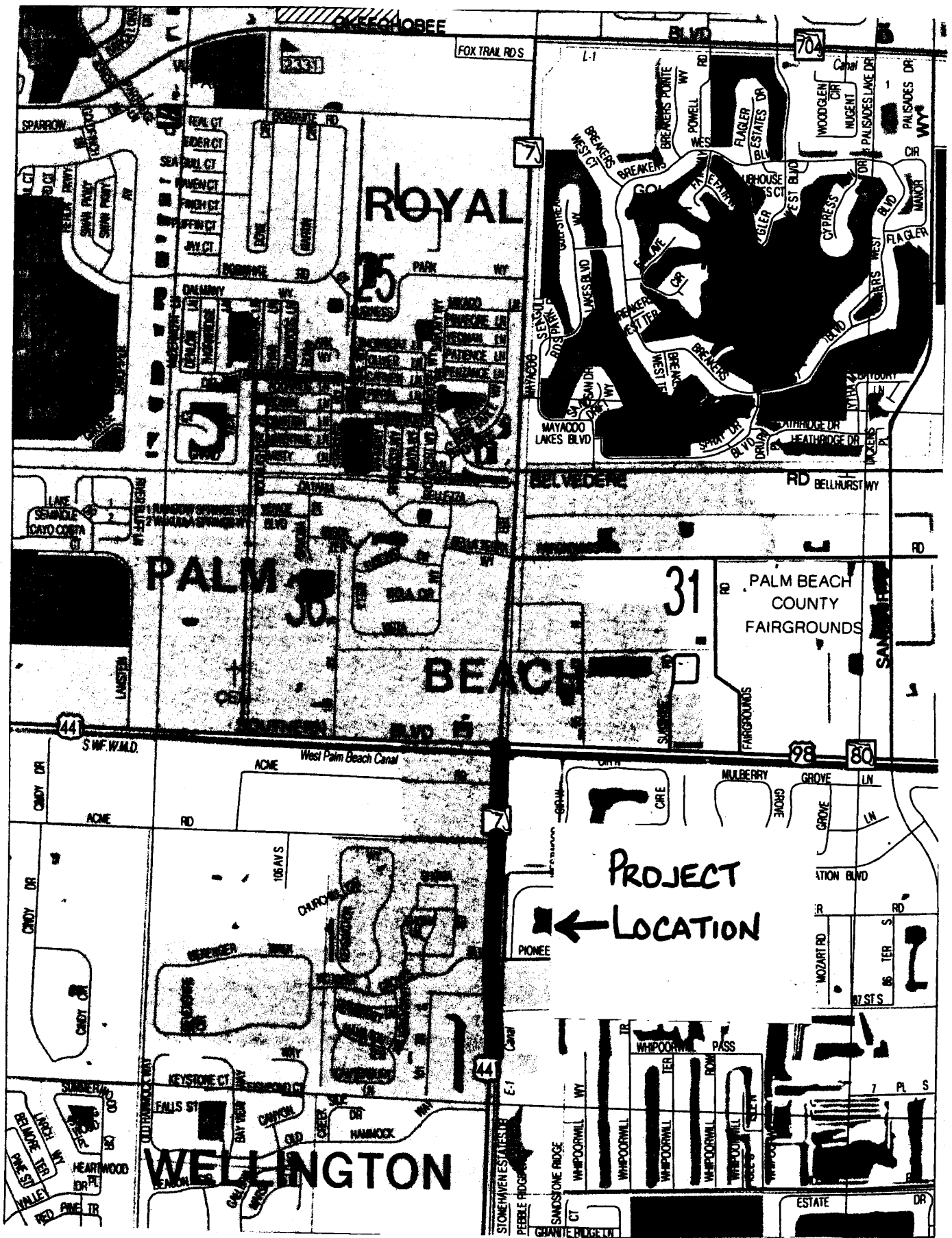
Background and Justification: Funding under this Agreement, in an amount not to exceed a maximum of \$112,944, comes from funds already contributed to the County's Only Trees Irrigation and Sod (OTIS) Program by Home Depot (pursuant to County Zoning Resolution No. R2003-0098, Petition No. DOA 1977-048E). The Village has already executed this Amendment, and will be responsible for the perpetual maintenance of these improvements.

Attachments:

1. Location Sketch.
2. Financial Assistance Agreements (2).
3. Financial Assistance Agreement of June 22, 2004 (R2004-1409).

Recommended by:  12/20/07
 Division Director  Date

Approved By:  12/27/07
 County Engineer Date



LOCATION SKETCH

**FINANCIAL ASSISTANCE AGREEMENT WITH VILLAGE OF ROYAL PALM BEACH
FOR STATE ROAD 7 - BEAUTIFICATION**

THIS INTER-LOCAL AGREEMENT is made and entered into this _____ day of _____, by and between the VILLAGE OF ROYAL PALM BEACH, a municipal corporation of the State of Florida, hereinafter "VILLAGE", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, the VILLAGE plans to install landscaping and irrigation in the right of way the Florida Department of Transportation's State Road 7, from the south VILLAGE limit (approximately one mile south of Southern Boulevard) to Southern Boulevard (hereinafter, "IMPROVEMENTS"); and

WHEREAS, the COUNTY believes that these efforts by the VILLAGE serve a public purpose in the enhancement of the appearance of this thoroughfare and wishes to support the VILLAGE's efforts to install the IMPROVEMENTS by providing assistance in the form of reimbursement funding for the cost of the IMPROVEMENTS from funds contributed to the COUNTY's OTIS Program by Home Depot (pursuant to County Zoning Resolution No. R2003-0098, Petition No. DOA 1977-048E), THIRTY-SEVEN THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$37,440.00) of which was for installation, and SEVENTY-FIVE THOUSAND, FIVE HUNDRED FOUR AND 00/100 DOLLARS (\$75,504.00) of which was for long-term maintenance, in an amount not to exceed the total amount paid, ONE HUNDRED TWELVE THOUSAND NINE HUNDRED FORTY-FOUR AND 00/100 DOLLARS (\$112, 944.00); and

WHEREAS, after installation, the VILLAGE will be responsible for the perpetual maintenance of the IMPROVEMENTS; 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. The COUNTY agrees to provide to the VILLAGE reimbursement funding for documented costs in an amount not to exceed THIRTY-SEVEN THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$37,440.00) for the VILLAGE's IMPROVEMENTS.
3. The COUNTY agrees to provide the VILLAGE with additional funding in the amount of SEVENTY-FIVE THOUSAND, FIVE HUNDRED FOUR AND 00/100 DOLLARS (\$75,504.00) for the VILLAGE's ongoing maintenance of the IMPROVEMENTS upon the completion of the IMPROVEMENTS.

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4. The **COUNTY** agrees to reimburse the **VILLAGE** the amount established in paragraph 2 for costs (materials and labor) associated with installation of the **IMPROVEMENTS**, upon the **VILLAGE's** submission of acceptable documentation needed to substantiate their costs for the **IMPROVEMENTS**. The **COUNTY** also agrees to provide the **VILLAGE** with funding in the amount established in paragraph 3 for their ongoing maintenance of the **IMPROVEMENTS** upon the **VILLAGE's** completion of the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **VILLAGE** on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 7, below.
5. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.
6. 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 and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the **IMPROVEMENTS**. The **VILLAGE** agrees to install the **IMPROVEMENTS** substantially in accordance with the plans, specifications and costs as approved by the **COUNTY**. Otherwise, the **COUNTY** will have the final determination of the eligibility for reimbursement of any changes. Substantial variations from the submitted plans shall require prior written approval from the County Engineer's Office.
7. The **VILLAGE** will obtain or provide all labor and materials necessary for the installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **VILLAGE** shall furnish the Manager, Streetscape Section, of the **COUNTY's** Department of Engineering and Public Works with a request for payment supported by the following:
 - a. A statement from the **VILLAGE** Manager (or his designee) that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;
 - b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A"

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(pages 1 and 2) which are required for each and every reimbursement requested by 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 **VILLAGE**. 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 Program Administrator and the Program Financial Officer for the **VILLAGE** shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the **VILLAGE** as indicated.

- 8. **VILLAGE** shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the **IMPROVEMENTS** for at least three (3) years after the completion of such **IMPROVEMENTS**. **COUNTY** shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.
- 9. 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**.
- 10. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than March 31, 2009, 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 as provided herein.
- 11. 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 law, to indemnify, 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