

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 8, 2008

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:

- A) termination of Interlocal Agreement R2006-1383 in the amount of \$500,000 with the City of Pahokee (City) for major road repairs-District 6; and.
- B) a Budget Transfer of \$500,000 in the Transportation Improvement Fund from City of Pahokee Major Road Repairs-District 6 to Orange Boulevard Phase I – 140th Avenue to 130th Avenue North; and.
- C) a Budget Transfer of \$500,000 in the Capital Outlay Fund from Orange Boulevard Phase I – 140th Avenue to 130th Avenue North to City of Pahokee Potable Water Distribution Improvements Project-District 6.

SUMMARY: Approval of the termination of Interlocal Agreement R2006-1383 and approval of the Budget Transfers will redirect funds to the City's Project. The project includes meter and service line replacement, supplemental funding for an existing distribution project and consultant fees related to connection to the Lake Region Water Plant. All work will be completed by Palm Beach County Water Utilities Department.

District 6 (MRE)

Background and Justification: The City requests that Palm Beach County redirect funds from their major road repair project to the City's Project. The project includes the purchase of additional water meters, update of software, and additional infrastructure repair. All work will be completed by Palm Beach County Water Utilities Department. The District 6 Commissioner has agreed to the redirection of the monies. The District 6 Commissioner believes this will serve the public's best interest.

Attachments:

- 1. Location Map
- 2. Project Authorization
- 3. Agreement R2006-1383
- 3. Budget Transfers

Recommended by: _____

Division Director

Date

Approved by: _____

A. T. Webb

County Engineer

6/11/08

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	\$500,000	-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	\$500,000	-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
City of Pahokee Major Road Repairs-Dist 6
Orange Blvd PH I/140th Ave to 130th Ave N

Capital Outlay Fund
Orange Blvd PH I/140th Ave to 130th Ave N
City of Pahokee Potable Water Distribution Imp-Dist 6

C. Departmental Fiscal Review: R. D. Ward 5/20/08

III. REVIEW COMMENTS

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

Adwillhite 6-16-08
OFMB
SJ 6/16/08 CN 6/16/08

Dr. J. Jones 6/17/08
Contract Dev. and Control
E. Jones 6/17/08

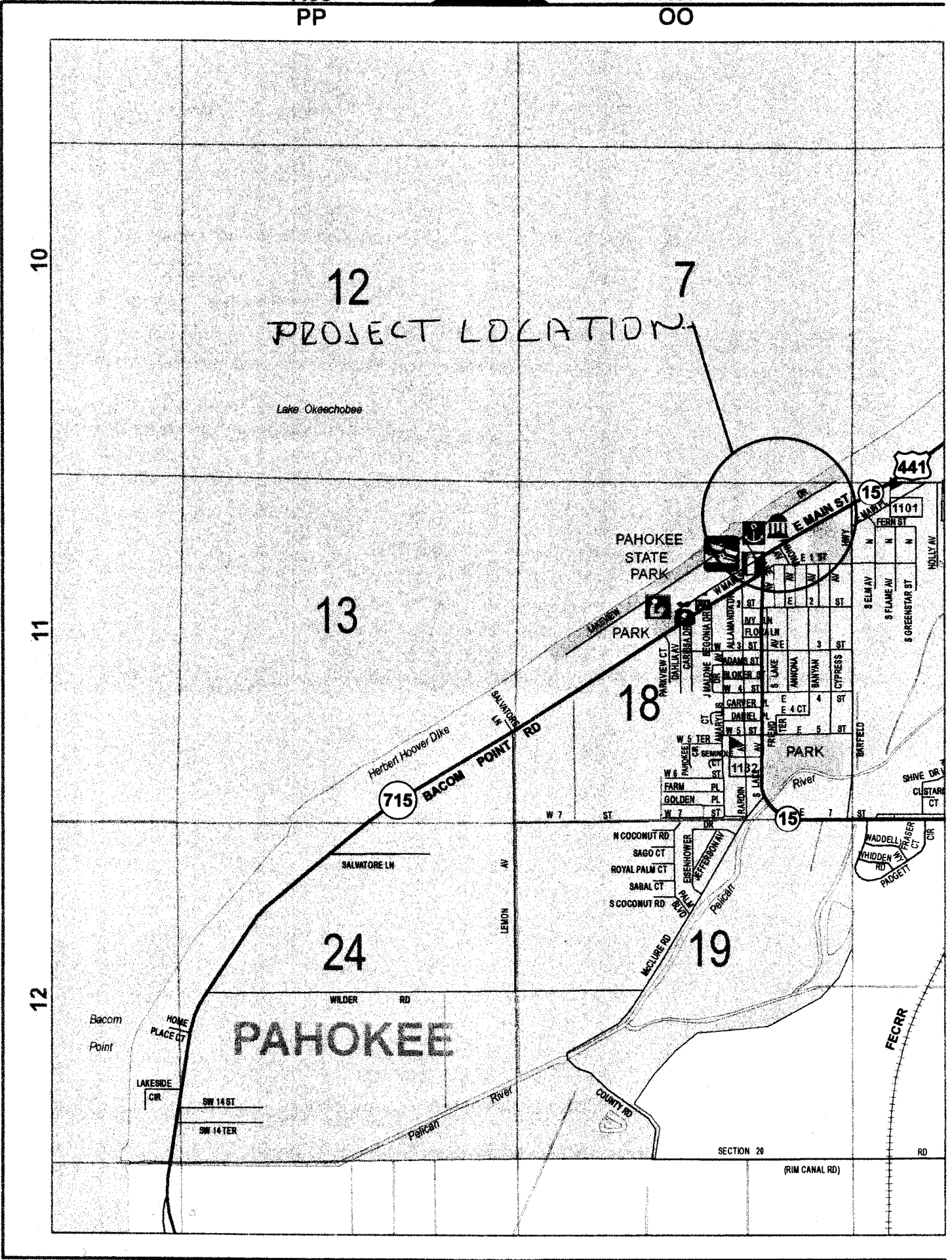
B. Approved as to Form and Legal Sufficiency:

Marlene R. Little 6/23/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



From: Cyndy Verner
To: Owen Miley, Shannon LaRocque
Date: 5/5/2008 4:27:46 PM
Subject: Redirection of \$500,000 District 6 Funds for Water Meter Project - City of Pahokee

In reference to your e-mail last week regarding the City of Pahokee's request to redirect \$500,000 District 6 funds for their water meter project, I spoke to Commissioner Santamaria regarding same. He has no problem with the City's request and you are authorized to process the necessary budget transfers.

Thanks.

Cyndy Verner

Senior Administrative Assistant to

Jess R. Santamaria

County Commissioner

District 6

(561) 355-6300

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE CITY OF PAHOKEE
FOR STREET IMPROVEMENTS TO
25 CITY OWNED ROADS**

R2006-1383

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of AUG 15 2006 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **THE CITY OF PAHOKEE**, a municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

WITNESSETH:

WHEREAS, the **CITY** is undertaking improvements to Rim Canal Rd., McClure Rd., Amaryllis Ave., Palm Blvd., Begonia Dr., E. 2nd, 3rd & 4th St., W. 4th St., Booker Pl., Adams Pl., Carver Pl., Daniel Pl., W. 5th Terr., Seminole Ct., Main Pl., W. Main St., SW 14th St. & Terr., E. 7th Ave., Apple Dr., Shive Dr., Custard Ct., Glades Citizens Villas and Sugar Rd., within the **CITY** limits hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **IMPROVEMENTS** consists of resurfacing of these **CITY** roads; and

WHEREAS, the **COUNTY** believes that the construction of the **IMPROVEMENTS** serves a public purpose in the enhancement of **CITY** roads and wish to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**; and

WHEREAS, after construction of the **IMPROVEMENTS**, the **CITY** will be responsible for the subsequent maintenance of the **IMPROVEMENTS**.

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 **CITY** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**.
3. The **COUNTY** agrees to reimburse the **CITY** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **CITY's** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the

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

6. The **CITY** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **CITY** 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 **CITY**. Said information shall list each invoice payable by the **CITY** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** 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 **CITY's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** 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 **CITY** 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 **CITY** 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 **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 30, 2008, and the **COUNTY** shall have no obligation to the **CITY** 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 **CITY** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **CITY's** negligence in connection with this Agreement or the performance by the **CITY** 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 or for any amount over the limits set forth in FL Statute 768.28 despite any case law to the contrary.

11. The **CITY** shall, at all times during the term of this Agreement, maintain its status as a self insured entity.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CITY** 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 **CITY** shall require each contractor engaged by the **CITY** 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 **IMPROVEMENTS** in accordance with Florida Statute 255.05.

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

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

16. The COUNTY and CITY 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

City of Pahokee
Ms. Lillie Latimore, city Manager
171 N. Lake Avenue
Pahokee, Florida 33476

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 **CITY** will comply with all applicable governmental codes during 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, 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 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.

R2006-1383

AUG 15 2006

CITY OF PAHOKEE

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

By: _____

[Handwritten Signature]
Mayor

By: _____

[Handwritten Signature]
Chair
Tony Masilotti, Chairman

ATTEST:

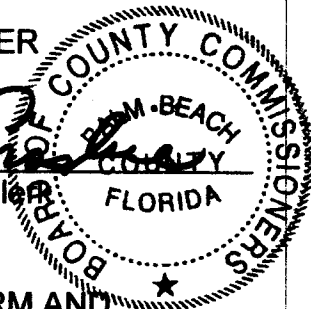


By: *[Handwritten Signature]*
City Clerk

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: *[Handwritten Signature]*
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Handwritten Signature]*
City Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Handwritten Signature]*
Assistant County Attorney

Date: _____

8/08/06

By: _____

APPROVED AS TO TERMS AND CONDITIONS

By: *[Handwritten Signature]*

Date: _____

8/10/06

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 051408-2743

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
<u>ORANGE BLVD PH 1/140TH AVE TO 130TH AVE N</u> 3500-364-M117-6551 Road & Street Improvements		0	100,000	500,000	0	600,000	0	600,000
<u>CITY OF PAHOKEE MAJOR ROAD REPAIRS-DIST 6</u> 3500-368-1217-8101 Contributions Othr Govtl Agcy		705,430	705,430	<u>0</u>	<u>500,000</u>	205,430		
				500,000	500,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 07/08/08

Engineering & Public Works

R. D. Ward

6/27/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

2008 _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 051408-2744

FUND Capital Outlay

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
CITY OF PAHOKEE WATER METER PROJECT-DIST 6								
3900-368-1283-8101	Contributions Othr Govtl Agency	0	0	500,000	0	500,000	0	500,000
ORANGE BLVD PH I/140TH AVE TO 130TH AVE N								
3900-364-M117-6551	Road & Street Improvements	1,029,435	929,435	<u>0</u>	<u>500,000</u>	429,435		
				500,000	500,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 07/08/08

Engineering & Public Works

R-D Wanel

6/2/08

Administration / Budget Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners