

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: July 22, 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 North Palm Beach (Village) to provide reimbursement funding not to exceed \$36,000.

SUMMARY: This Agreement provides funding to reimburse the Village up to \$36,000, to the extent that costs are in excess of the initial \$500,000 provided by Florida Department of Transportation for the Northlake Boulevard improvements. Funding in the amount of \$36,000 established for an expired Financial Assistance Agreement with the Village is available to fund this Agreement. Therefore, there is no additional fiscal impact associated with this Agreement. The Village will be responsible for the perpetual maintenance of these improvements.

District 1 (MRE)

Background and Justification: The project funded by this Agreement is deemed to be an eligible project that will enhance the appearance of this public thoroughfare roadway. The District 1 Commissioner has agreed to the use of District 1 Reserves for this purpose.

Attachments:

1. Location Sketch.
2. Commissioner Authorization.
3. Agreements (2).

Recommended By: _____

Division Director **Date**

Approved By: D. T. Webb 7/7/08
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: See Comment Section B

Fiscal Years	2008	2009	2010	2011	2012
Grant 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 X No

Budget Acct No.: Fund 3500 Dept. 368 Unit 1178 Object 8101.
Program

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

Transportation Improvement Fund

Reserves for District 1

Northlake Blvd Between Southwind Dr & US 1

Funded 11/1/2005

\$36,000.00

No additional fiscal impact as a result of this item.

C. Departmental Fiscal Review: R. D. Wood 6/19/08

III. REVIEW COMMENTS

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

A. Willhite 7.8.08
OFMB
SN 7/8/08 CN 7/11/08

Dr. J. J. J. 7/9/08
Contract Dev. and Control
7/9/08

B. Approved as to Form and Legal Sufficiency:

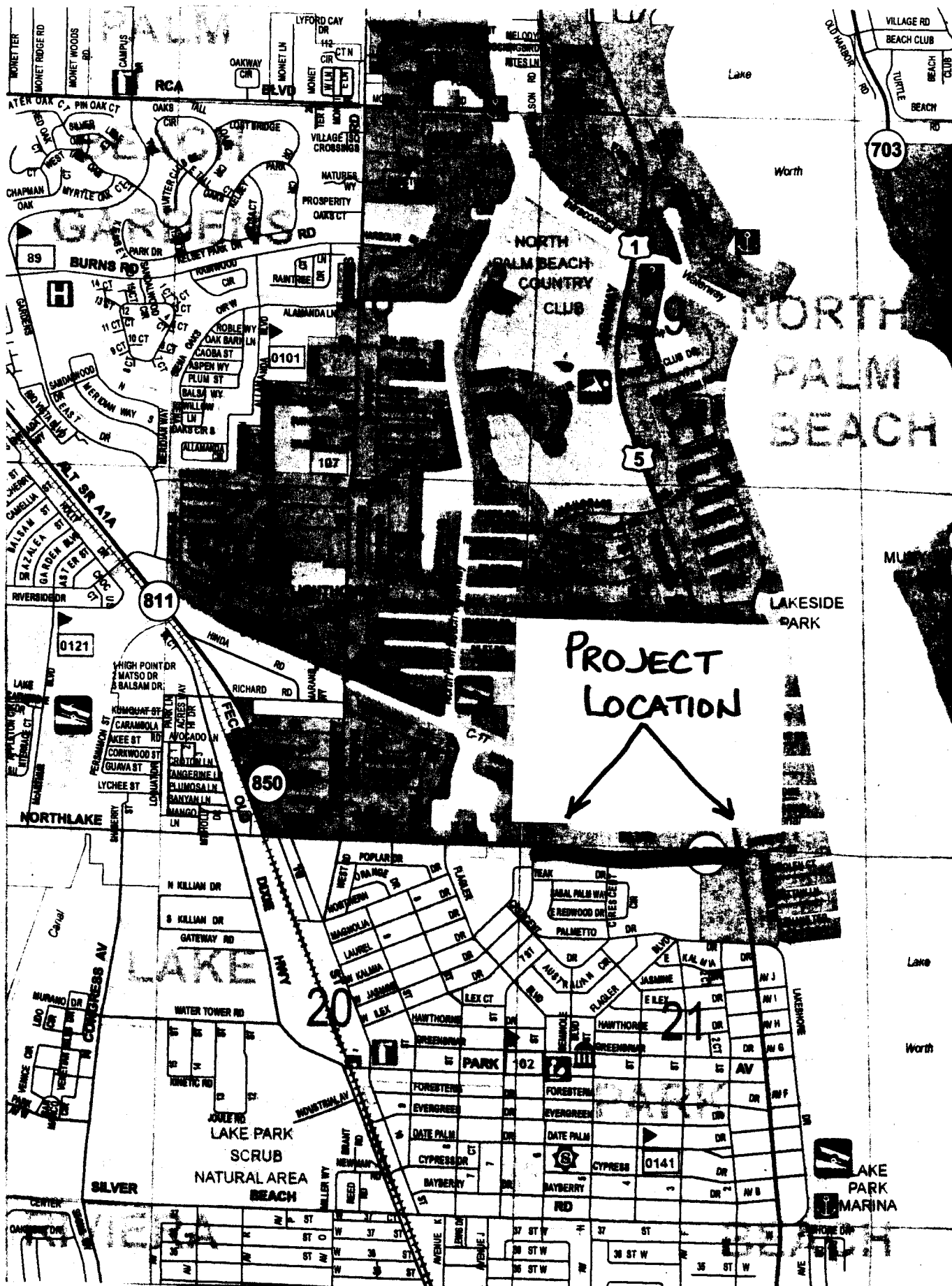
Marlene R. Platt 7/14/08
Assistant County Attorney

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

From: Andrew Hertel
To: Gary Gregory
Date: 6/12/2008 11:43:09 AM
Subject: Fwd: Northlake Blvd, Phase I

>>> Patricia Weaver 6/12/08 11:31 AM >>>

Commissioner Marcus has authorized the expenditure of \$36,000 which is established funding to reactivate the project listed above.

Trish Weaver

Administrative Assistant

to Commissioner Karen T. Marcus

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**FINANCIAL ASSISTANCE AGREEMENT WITH
THE VILLAGE OF NORTH PALM BEACH
FOR
NORTHLAKE BOULEVARD BEAUTIFICATION**

THIS INTER-LOCAL AGREEMENT is made and entered into this ____ day of _____, 2008, by and between the VILLAGE OF NORTH 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:

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WHEREAS, VILLAGE is undertaking the installation of improvements, including, but not limited to, beautification in the right of way of State of Florida's Northlake Boulevard between Southwind Drive and U.S. 1, hereinafter "IMPROVEMENTS"; and

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WHEREAS, the first FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) of the funding for the IMPROVEMENTS is being provided to VILLAGE under a funding agreement with the Florida Department of Transportation, hereinafter, "FDOT"; and

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WHEREAS, COUNTY believes that these efforts by VILLAGE serve a public purpose in the enhancement of the appearance of this thoroughfare and wishes to provide additional support above and beyond FDOT's initial FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) to fund an anticipated shortfall for the cost of the IMPROVEMENTS by providing reimbursement funding from Board of County Commissioners Reserves for District 1 in an amount not to exceed THIRTY-SIX THOUSAND and 00/100 Dollars (\$36,000.00); and

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WHEREAS, after installation, VILLAGE will be responsible for the perpetual maintenance of the IMPROVEMENTS.

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

- 33
1. The above recitals are true, correct and are incorporated herein.

1 2. COUNTY agrees to provide to VILLAGE reimbursement funding for
2 documented costs for the IMPROVEMENTS from Commission District 1
3 Discretionary Funds for Improvements in an amount not to exceed THIRTY SIX
4 THOUSAND AND 00/100 DOLLARS (\$36,000.00), to the extent that these costs are in
5 excess of the initial FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00)
6 provided by FDOT.

7 3. COUNTY agrees to reimburse VILLAGE the amount established in
8 paragraph 2 for costs (materials and labor) associated with installation of the
9 IMPROVEMENTS, upon VILLAGE's submission of acceptable documentation needed
10 to substantiate their costs for the IMPROVEMENTS. COUNTY will use its best efforts
11 to provide said funds to VILLAGE on a reimbursement basis within forty-five (45)
12 days of receipt of all information required in Paragraph 6, below.

13 4. COUNTY's obligation is limited to its payment obligation and shall have
14 no obligation to any other person or entity.

15 5. VILLAGE agrees to assume all responsibility for bidding, contract
16 preparation, and contract administration for the installation of the IMPROVEMENTS,
17 including payment(s) to contractor(s), pursuant to all applicable governmental laws
18 and regulations and will comply with all applicable governmental landscaping codes
19 and permitting requirements in the selection and installation of the IMPROVEMENTS.

20 6. VILLAGE will obtain or provide all labor and materials associated with
21 the installation of the IMPROVEMENTS. COUNTY shall have the final determination
22 of eligibility for reimbursement. VILLAGE shall furnish the Manager, Streetscape
23 Section, of COUNTY's Department of Engineering and Public Works with a request
24 for payment supported by the following:

25 a. A statement from a Florida Registered Landscape Architect, or as
26 appropriate a Florida Registered Engineer, that the IMPROVEMENTS have
27 been inspected and were installed substantially in accordance with FDOT-
28 approved plans for the IMPROVEMENTS, and;

1 **b. A Contract Payment Request Form and a Contractual Services**
2 **Purchases Schedule Form, attached hereto and incorporated herein as Exhibit**
3 **"A" (pages 1 and 2) which are required for each and every reimbursement**
4 **requested by VILLAGE. Said information shall list each invoice paid by**
5 **VILLAGE and shall include the vendor invoice number, invoice date, and the**
6 **amount paid by VILLAGE. VILLAGE shall attach a copy of each vendor invoice**
7 **paid by VILLAGE along with a copy of the respective check and shall make**
8 **reference thereof to the applicable item listed on the Contractual Services**
9 **Purchases Schedule Form. Further, the Program Administrator and the**
10 **Program Financial Officer for VILLAGE shall also certify that each vendor**
11 **invoice listed on the Contractual Services Purchases Schedule Form was paid**
12 **by VILLAGE as indicated.**

13 **7. VILLAGE shall maintain adequate records to justify all charges,**
14 **expenses, and costs incurred in performing the IMPROVEMENTS for at least three**
15 **(3) years after the completion of such IMPROVEMENTS. COUNTY shall have access**
16 **to all books, records and documents as required in this Section for the purpose of**
17 **inspection or audit during normal business hours.**

18 **8. VILLAGE agrees to be responsible for the perpetual maintenance of the**
19 **IMPROVEMENTS following the installation and shall be solely responsible for**
20 **obtaining and complying with all necessary permits, approvals, and authorizations**
21 **from any federal, state, regional, or COUNTY agency which are required for the**
22 **subsequent maintenance of the IMPROVEMENTS.**

23 **9. All installation of these IMPROVEMENTS shall be completed and final**
24 **invoices submitted to COUNTY no later than June 30, 2009, and COUNTY shall have**
25 **no obligation to VILLAGE or any other entity or person for any cost incurred**
26 **thereafter unless the time for completion is extended by modification of this**
27 **Agreement as provided herein.**
28

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

14 **11. VILLAGE shall, at all times during the term of this Agreement (the**
15 **installation and existence of the IMPROVEMENTS), maintain in force its status as an**
16 **insured municipal corporation.**

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

23 **13. VILLAGE shall require each contractor engaged by VILLAGE for work**
24 **associated with this Agreement to maintain:**

25 **a. Workers' Compensation coverage in accordance with Florida**
26 **Statutes, and;**

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

5 **c. A payment and performance bond for the total amount of the**
6 **improvements in accordance with Florida Statute 255.05.**

7 **14. In the event of termination, VILLAGE shall not be relieved of liability to**
8 **COUNTY for damages sustained by COUNTY by virtue of any breach of the contract**
9 **by VILLAGE; and COUNTY may withhold any payment to VILLAGE for the purpose**
10 **of set-off until such time as the exact amount of damages due COUNTY is**
11 **determined. In the event VILLAGE elects to discontinue its maintenance obligation**
12 **for the IMPROVEMENTS under this Agreement, it shall be the obligation of VILLAGE**
13 **to restore, if necessary, the area of the IMPROVEMENTS on FDOT's right-of-way to a**
14 **condition acceptable to FDOT, which shall be in accordance with Federal and State**
15 **standards for road construction and/or maintenance.**

16 **15. VILLAGE's termination of this AGREEMENT shall result all obligations**
17 **of COUNTY for funding contemplated herein to be canceled.**

18 **16. COUNTY and VILLAGE agree that no person shall, on the grounds of**
19 **race, color, national origin, sexual orientation, religion or creed, sex, age, or**
20 **handicap be discriminated against in performance of the Agreement.**

21 **17. COUNTY may, at COUNTY's discretion and for the duration of**
22 **IMPROVEMENTS, install signs within the public property or easement, notifying the**
23 **public that the IMPROVEMENTS were funded with COUNTY dollars.**

24 **18. 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 19. All notices required to be given under this Agreement shall be in
2 writing, and deemed sufficient to each party when sent by United States Mail,
3 postage prepaid, to the following:

4 AS TO COUNTY

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

10 AS TO VILLAGE

11 Village Manager
12 Village of North Palm Beach
13 501 U.S. Highway 1
14 North Palm Beach, FL 33408
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16 20. This Agreement shall be construed and governed by the laws of the
17 State of Florida. Any and all legal action necessary to enforce this Agreement shall
18 be held in Palm Beach County. No remedy herein conferred upon any party is
19 intended to be exclusive of any other remedy, and each and every other remedy shall
20 be cumulative and shall be in addition to every other remedy given hereunder or now
21 or hereafter existing at law or in equity or by statute or otherwise. No single or
22 partial exercise by any party of any right, power, or remedy shall preclude any other
23 or further exercise thereof.
24

25 21. Any costs or expenses (including reasonable attorney's fees)
26 associated with the enforcement of the terms and conditions of this Agreement
27 shall be borne by the respective parties; provided, however, that this clause pertains
28 only to the parties to the Agreement.
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30 22. Except as expressly permitted herein to the contrary, no modification,
31 amendment, or alteration in the terms or conditions contained herein shall be
32 effective unless contained in a written document executed with the same formality
33 and equality of dignity herewith.

1 23. Each party agrees to abide by all laws, orders, rules and regulations and
2 VILLAGE will comply with all applicable governmental landscaping codes in the
3 maintenance and replacement of the IMPROVEMENTS.

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

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

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

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

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

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

23 30. This Agreement shall take affect upon execution and the effective date
24 shall be the date of execution.

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

3 PALM BEACH COUNTY, FLORIDA, BY VILLAGE OF NORTH PALM BEACH
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5 ITS BOARD OF COUNTY COMMISSIONERS BY ITS VILLAGE COMMISSION
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8 By: _____
9 ADDIE L. GREENE, CHAIRPERSON

By: 
MAYOR

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11 (COUNTY SEAL)

(VILLAGE SEAL)

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15 ATTEST:

ATTEST:

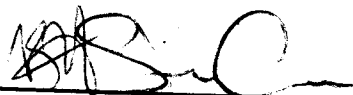
16 SHARON R. BOCK, CLERK &
17 COMPTROLLER

18 By: _____
19 DEPUTY CLERK

By: 
VILLAGE CLERK

20 By: _____
21 APPROVED AS TO FORM AND LEGAL
22 SUFFICIENCY
23 ASSISTANT COUNTY ATTORNEY

By: _____
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
VILLAGE ATTORNEY

24 By: 
25 APPROVED AS TO TERMS AND
26 CONDITIONS

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST

Exhibit A

(Project)

Grantee

Request Date

Billing #

Billing Period

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services			
Contractual Services			
Materials, Supplies, Direct Purchases			
Grantee Stock			
Equipment, Furniture			
TOTAL PROJECT COSTS			

Certification: I hereby certify that the above
are incurred for the work identified as being
completed in the attached progress reports.

Certification: I hereby certify that the documen-
tation has been maintained as required to support
the project expenses reported above and is avail-
able for audit upon request.

Administrator/Date

Financial Officer/Date

BC USE ONLY

County Funding Participation	\$
Total Project Cost	\$
Total project costs to date	\$
County obligation to date	\$
County retainage (___%)	(\$)
County funds previously disbursed	(\$)
County funds due this billing	\$

viewed and Approved by:

PBC Project Administrator/Date

Assistant County Engineer or Fiscal Manager/Date

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

(Project)

Grantee _____

Billing Date _____

Billing # _____

Billing Period _____

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			_____	

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Administrator/Date

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Financial Officer/Date