

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 23, 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)** An Inter-Local Agreement with the City of Delray Beach (City) to reimburse up to \$100,000 for Decorative Street Lights; and
- B)** Budget Transfer of \$100,000 in the Transportation Improvement Fund from Reserve for District 7 to Martin Luther King Boulevard from NW 4th Avenue to NW 5th Avenue – District 7

SUMMARY: Approval of this Agreement will reimburse the City with funds from the Transportation Improvement Fund up to \$100,000 for the installation of decorative street lights on Martin Luther King Boulevard from NW 4th Avenue to NW 5th Avenue.

District 7 (MRE)

Background and Justification: The City is upgrading this roadway by installing decorative street lights and has requested assistance with funding for up to \$100,000 through District 7. The District 7 Commissioner wishes to support the installation which would serve the public's best interest.

Attachments:

1. Location Map
2. Authorization
3. Agreement – w/Exhibit 'A' (2)
4. Budget Transfer

Recommended by: M. J. Sullivan 8/18/08
Division Director Date

Approved by: S. J. Webb 025/00
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	\$100,000	-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	\$100,000	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes _____ No X .
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____.

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

Transportation Improvement Fund
Reserve for District 7
MLK Blvd/NW 4th Ave to NW 5th Ave - District 7

C. Departmental Fiscal Review: Aug

III. REVIEW COMMENTS

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

Atwillhite 9.2.08
OFMB 9/2/08 SN 8/22/08 CN 8/22/08

Dr J. Jones 9/4/08
Contract Dev. and Control
Done 9/4/08

B. Approved as to Form and Legal Sufficiency:

Monroe R. Platt 9/05/08
Assistant County Attorney

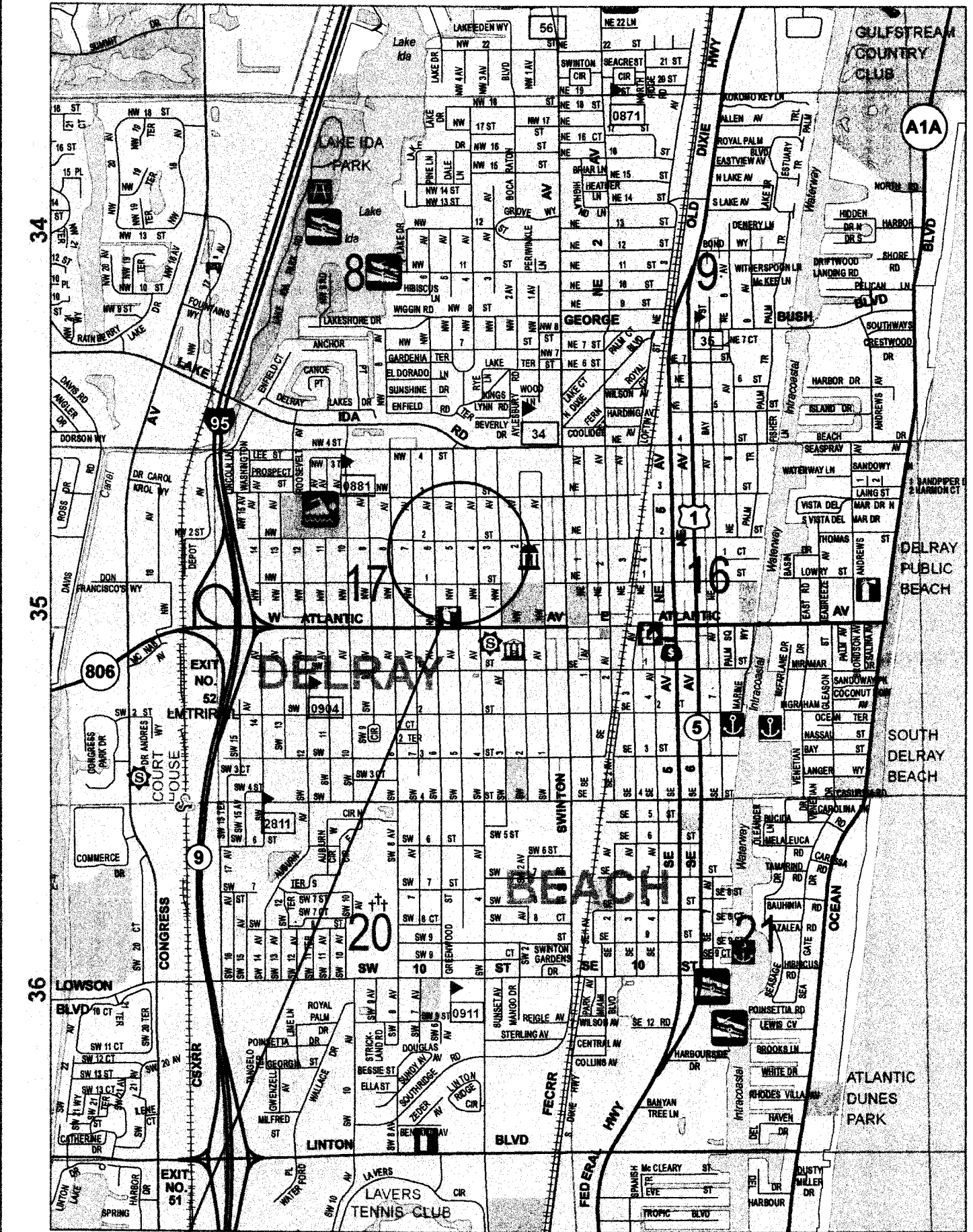
This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

I:\WP\AgendaPage2\Agnpgtwo2008\00407



MARTIN LUTHER KING BLVD (NW 2ND ST)
FROM NW 4TH AVE. TO NW 5TH AVE.

From: Gladys Whigham
To: Owen Miley
Date: Thu, Feb 14, 2008 4:21 PM
Subject: Fwd: FW: MLK Drive Beautification

Owen,

Commissioner Greene has committed \$100,000 towards the MLK Drive Beautification in Delray Beach. Attached is some back up material and a contact person for the City of Delray Beach who will work with the County relative to the agreement.

Thank you,

Gladys Whigham, Administrative Assistant
Commissioner Addie L. Greene, Chairperson

CC: George Webb; Krejcarek, Randal

**INTERLOCAL AGREEMENT
THE CITY OF DELRAY BEACH DECORATIVE STREET LIGHTS ON
MARTIN LUTHER KING JR DRIVE/ NW 2ND STREET FROM
NW 4TH AVENUE TO NW 5TH AVENUE**

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

WITNESSETH:

WHEREAS, the **CITY** is undertaking the installation of decorative street lights along Martin Luther King Jr. Drive/NW 2ND Street from NW 4TH Avenue to NW 5th Avenue within the **CITY** limits hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **COUNTY** believes that the **IMPROVEMENTS** in street lighting serves a public purpose in the enhancement of the **CITY** and wishes to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**; and

WHEREAS, after the installation of the **IMPROVEMENTS**, the **CITY** will be responsible for the all 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 **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.
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 design and installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **CITY** shall furnish the Special Projects Coordinator of County's Department of Engineering and Public Works with a request for payment supported by the following:

a. 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** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following installation. 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 December 31, 2010, 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 as provided herein.

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.

11. The **CITY** shall, at all times during the term of this Agreement, maintain appropriate insurance.

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. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. 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.
- c. 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 Delray Beach, Florida
Randal L. Krejcarek, P.E. City Engineer
434 South Swinton Avenue
Delray Beach, Florida 33444
Phone: 561-243-7322 Fax: 561-243-7314

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. 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.

24. 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.

25. 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.

26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

28. 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.

CITY OF DELRAY BEACH

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

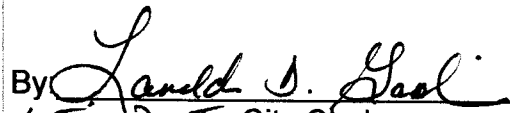
By: 
Mayor

By: _____
ADDIE L. GREENE Chairperson

ATTEST:

ATTEST:

SHARON R. BOCK, CLERK

By: 
Acting Deputy City Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
City Attorney

By: _____
Assistant County Attorney

Date: _____

By: _____

APPROVED AS TO TERMS AND CONDITIONS

By: 

Date: 8/18/08

**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	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

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

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs \$ _____

Total Project Costs to Date \$ _____

County Obligation to Date \$ _____

County Retainage (___%) (\$ _____)

County Funds Previously Disbursed (\$ _____)

County Funds Due this Billing \$ _____

Reviewed and Approved by:

PBC Project Administrator/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 noted above was used in accomplishing the project.

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.

Administrator/Date

Financial Officer/Date

2008 _____

Page 1 of 1

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

BGEX 073008-3186

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/30/08	REMAINING BALANCE
<u>MLK BLVD/NW 4TH AVE-NW 5TH AVE – DIST 7</u>								
3500-368-1289-8101	Contributions Othr Govtl Agency	0	0	100,000	0	100,000	0	100,000
<u>RESERVES FOR DISTRICT 7</u>								
3500-368-9117-9907	Res-Future Construction	3,797,960	2,612,062	<u>0</u>	<u>100,000</u>	2,512,062		
				100,000	100,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 09/23/08

Engineering & Public Works

7/30/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners