

3-C-12

## **AGENDA ITEM SUMMARY**

**Submitted By: Engineering and Public Works**  
**Submitted For: County Engineer**

Date \_\_\_\_\_

## II. FISCAL IMPACT ANALYSIS

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$50,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$50,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

### # 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  
Reserve For District 1  
Village of Tequesta Bridge Rehab - Dist 1

### C. Departmental Fiscal Review:

### III. REVIEW COMMENTS

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

Atwill Hite 9-2-08  
OFMB  
110 SN  
9/2/08 8/79

An J. Farrell 9/14/08  
Contract Dev. and Control

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

*Amelia R. [Signature]* 9/5/08  
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.**



**Board of County Commissioners**

Addie L. Greene, Chairperson  
Jeff Koons, Vice Chair  
Karen T. Marcus  
Robert J. Kanjian  
Mary McCarty  
Burt Aaronson  
Jess R. Santamaria

**County Administrator**  
Robert Weisman



May 6, 2008

Ms. Abby Roeloffs  
23 Tradewinds Circle  
Tequesta, FL 33469

Dear Ms. Roeloffs:

Thank you for your letter of April 25, 2008 and it was my pleasure to meet with you.

I will be glad to fund the \$50,000 for design services for the Tequesta Drive Bridge. My office will coordinate this effort with the Village of Tequesta, and we will work with the County's Road & Bridge Division on inspections.

Thanks again for bringing this to my attention and I look forward to working with you and the Village.

Sincerely,

A handwritten signature in black ink, appearing to be "Karen T. Marcus".

Karen T. Marcus  
County Commissioner

KTM/pw

C: Pete Pimentel  
Peter Lucia

"An Equal Opportunity Affirmative Action Employer"

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**REIMBURSEMENT AGREEMENT  
VILLAGE OF TEQUESTA  
TEQUESTA DRIVE BRIDGE REHABILITATION**

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**THIS REIMBURSEMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the VILLAGE OF TEQUESTA, a municipal corporation of the State of Florida, hereinafter "VILLAGE", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".**

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**WITNESSETH:**

**WHEREAS, VILLAGE is rebuilding their existing two lane bridge # 930227 on Tequesta Drive over the North Fork of the Loxahatchee River; and**

**WHEREAS, VILLAGE desires the financial support of the COUNTY for the bridge design and the removal and re-location design of all utilities presently installed on the bridge hereinafter "IMPROVEMENTS"; and**

**WHEREAS, COUNTY believes that these efforts by VILLAGE serve a public purpose and wishes to provide for the cost of the IMPROVEMENTS by providing reimbursement funding from Board of County Commissioners Reserves from District 1 in an amount not to exceed FIFTY THOUSAND and 00/100 Dollars (\$50,000.00); and**

**WHEREAS, After completion, VILLAGE will be responsible for the perpetual 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 are incorporated herein.
2. COUNTY agrees to provide to VILLAGE reimbursement funding for documented costs for the IMPROVEMENTS from Commission District 1 Discretionary Funds for Improvements in an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00).
3. COUNTY agrees to reimburse VILLAGE the amount established in paragraph 2 for costs (materials and labor) associated with the IMPROVEMENTS, upon VILLAGE's submission of acceptable documentation needed to substantiate their costs for the IMPROVEMENTS. COUNTY will use its best efforts to provide said

1 funds to VILLAGE on a reimbursement basis within forty-five (45) days of receipt of  
2 all information required in Paragraph 6, below.

3 4. COUNTY's obligation is limited to its payment obligation and shall have  
4 no obligation to any other person or entity. The COUNTY'S performance and  
5 obligation to pay under this contract for subsequent fiscal years is contingent upon  
6 annual appropriations for this purpose by the Board of County Commissioners.

7 5. VILLAGE agrees to assume all responsibility for bidding, contract  
8 preparation, and contract administration for the IMPROVEMENTS, including  
9 payment(s) to contractor(s), pursuant to all applicable governmental laws and  
10 regulations and permitting requirements in designing, completing and maintaining  
11 the IMPROVEMENTS.

12 6. VILLAGE will obtain or provide all labor and materials associated with  
13 the IMPROVEMENTS. COUNTY shall have the final determination of eligibility for  
14 reimbursement. VILLAGE shall furnish the Special Projects Coordinator, of  
15 COUNTY'S Department of Engineering and Public Works with a request for payment  
16 supported by the following:

17 a. A statement from a Florida Registered Engineer, that the  
18 IMPROVEMENTS have been completed and are in accordance with FDOT  
19 Design Standards 2008, and;

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

1 invoice listed on the Contractual Services Purchases Schedule Form were  
2 paid by VILLAGE as indicated.

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

8 8. VILLAGE agrees to be responsible for the perpetual maintenance of the  
9 IMPROVEMENTS following the completion and shall be solely responsible for  
10 obtaining and complying with all necessary permits, approvals, and authorizations  
11 from any federal, state, regional, or COUNTY agency which are required for the  
12 subsequent maintenance of the IMPROVEMENTS.

13 9. All IMPROVEMENTS shall be completed and final invoices submitted to  
14 COUNTY no later than October 1, 2010, and COUNTY shall have no obligation to  
15 VILLAGE or any other entity or person for any cost incurred thereafter unless the  
16 time for completion is extended by modification of this Agreement as provided  
17 herein.

18 10. VILLAGE recognizes that it is an independent contractor, and not an  
19 agent or servant of COUNTY or its Board of County Commissioners. In the event a  
20 claim or lawsuit is brought against COUNTY, its officers, employees, servants or  
21 agents, relating to the IMPROVEMENTS or any item which is the responsibility of  
22 VILLAGE, VILLAGE hereby agrees, to the extent permitted by law, to indemnify, save  
23 and hold harmless COUNTY, its officers, employees, servants or agents, and to  
24 defend said persons from any such claims, liabilities, causes of action and  
25 judgments of any type whatsoever arising out of or relating to the negligent or  
26 wrongful acts or omissions of VILLAGE relating to the obligations of VILLAGE under  
27 this Agreement. VILLAGE, to the extent permitted by law, agrees to pay all costs,  
28 attorney's fees and expenses incurred by COUNTY, its officers, employees, servants

1 or agents in connection with such claims, liabilities or suits except as may be  
2 incurred due to the negligence of COUNTY.

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

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

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

14 a. Workers' Compensation coverage in accordance with Florida  
15 Statutes, and;

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

20 c. A payment and performance bond for the total amount of the  
21 improvements in accordance with Florida Statute 255.05.

22 14. In the event of termination, VILLAGE shall not be relieved of liability to  
23 COUNTY for damages sustained by COUNTY by virtue of any breach of the contract  
24 by VILLAGE; and COUNTY may withhold any payment to VILLAGE for the purpose  
25 of set-off until such time as the exact amount of damages due COUNTY is  
26 determined.

27 15. VILLAGE'S termination of this AGREEMENT shall result in all obligations  
28 of COUNTY for funding contemplated herein to be canceled.



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

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

7           18. In the event that any section, paragraph, sentence, clause, or provision  
8 hereof is held invalid by a court of competent jurisdiction, such holding shall not  
9 affect the remaining portions of this Agreement and the same shall remain in full  
10 force and effect.

11           19. All notices required to be given under this Agreement shall be in  
12 writing, and deemed sufficient to each party when sent by United States Mail,  
13 postage prepaid, to the following:

14                           AS TO COUNTY

15                           Engineering and Public Works Department  
16                           Tanya N. McConnell, P.E.  
17                           Deputy County Engineer  
18                           2300 N. Jog Road  
19                           West Palm Beach, Florida 33411

20                           AS TO VILLAGE

21                           Michael Couzzo, Village Manager  
22                           Village of Tequesta  
23                           345 Tequesta Drive  
24                           Tequesta Florida 33409  
25                           561-575-6272 FAX 561-575-6203

26           20. This Agreement shall be construed and governed by the laws of the  
27 State of Florida. Any and all legal action necessary to enforce this Agreement shall  
28 be held in Palm Beach County. No remedy herein conferred upon any party is  
29 intended to be exclusive of any other remedy, and each and every other remedy shall  
30 be cumulative and shall be in addition to every other remedy given hereunder or now  
31 or hereafter existing at law or in equity or by statute or otherwise. No single or  
32 partial exercise by any party of any right, power, or remedy shall preclude any other  
33 or further exercise thereof.  
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1           **21. Any costs or expenses (including reasonable attorney's fees)**  
2 **associated with the enforcement of the terms and conditions of this Agreement**  
3 **shall be borne by the respective parties; provided, however, that this clause pertains**  
4 **only to the parties to the Agreement.**

5           **22. Except as expressly permitted herein to the contrary, no modification,**  
6 **amendment, or alteration in the terms or conditions contained herein shall be**  
7 **effective unless contained in a written document executed with the same formality**  
8 **and equality of dignity herewith.**

9           **23. Each party agrees to abide by all laws, orders, rules and regulations and**  
10 **VILLAGE will comply with all applicable governmental codes in the maintenance and**  
11 **replacement of the IMPROVEMENTS.**

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

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

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

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

26           **28. This Agreement represents the entire understanding of the parties, and**  
27 **supersedes all other negotiations, representations, or agreements, either written or**  
28 **oral, relating to this Agreement.**

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

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

**INTENTIONALLY LEFT BLANK**

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 ITS BOARD OF COUNTY COMMISSIONERS  
4 VILLAGE OF TEQUESTA BY ITS VILLAGE COMMISSION  
5  
6

7 By: \_\_\_\_\_ By: Pat Watkins  
8 ADDIE L. GREENE, CHAIRPERSON CHAIRPERSON  
9

10 (COUNTY SEAL)

(VILLAGE SEAL)

11 ATTEST:  
12  
13 SHARON R. BOCK, CLERK &  
14 COMPTROLLER  
15  
16

ATTEST:  


17 By: \_\_\_\_\_  
18 DEPUTY CLERK  
19

By: Geri McWilliam  
VILLAGE CLERK

20 APPROVED AS TO FORM AND LEGAL  
21 SUFFICIENCY  
22

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

23 By: \_\_\_\_\_  
24 ASSISTANT COUNTY ATTORNEY  
25

By: [Signature]  
VILLAGE ATTORNEY

26 Date: \_\_\_\_\_  
27

Date: 8-14-2008

28 APPROVED AS TO TERMS AND  
29 CONDITIONS  
30

31 By: \_\_\_\_\_

Date: \_\_\_\_\_

2008 \_\_\_\_\_

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 082608-3330

FUND Transportation Improvement


ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/2608	REMAINING BALANCE
<b><u>VILLAGE OF TEQUESTA BRIDGE REHAB – DIST 1</u></b>								
3500-368-1292-8101	Contributions Othr Govtl Agency	0	0	50,000	0	50,000	0	50,000
<b><u>RESERVE FOR DISTRICT 1</u></b>								
3500-368-9111-9907	Res-Future Construction	973,569	110,145	<u>0</u>	<u>50,000</u>	60,145		
				50,000	50,000			

SIGNATURE

DATE

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

Engineering & Public Works



8/26/08

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

**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	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
			<b>TOTAL</b> _____	

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