

**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 Interlocal Agreement with the Lake Worth Community Redevelopment Agency for the 10th Avenue North Gateways Project; and
- B)** A Budget Transfer of \$250,000 in the Transportation Improvement Fund from Reserve for District 3 to 10th Avenue North Gateways Project from I-95 to US-1 District 3.

SUMMARY: Approval of this Agreement will reimburse Lake Worth Community Redevelopment Agency with funds from the Transportation Improvement Fund up to \$250,000 for the reconstruction of 10th Avenue North from I-95 to US-1.

District 3 (MRE)

Background and Justification: The District 3 Commissioner has agreed to fund the roadway repair, traffic signals, storm drainage and sidewalk upgrades. The District 3 Commissioner believes these improvements to be in the public's best interest.

Attachments:

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

Recommended by:

JM Williamson
Division Director

8/20/08
Date

Approved by:

S. T. Webb
County Engineer

0/25/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$250,000</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>\$250,000</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 3
10th Ave N Gateways Project/I-95 to US 1-Dist 3

C. Departmental Fiscal Review: _____ *Puffy*

III. REVIEW COMMENTS

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

atwillhite 9.2.08
OFMB
WD 9/20/08
SW 8/22/08
ON 8/28/08

Ar J. J. 9/14/08
Contract Dev. and Control
E. J. 9/14/08

B. Approved as to Form and Legal Sufficiency:

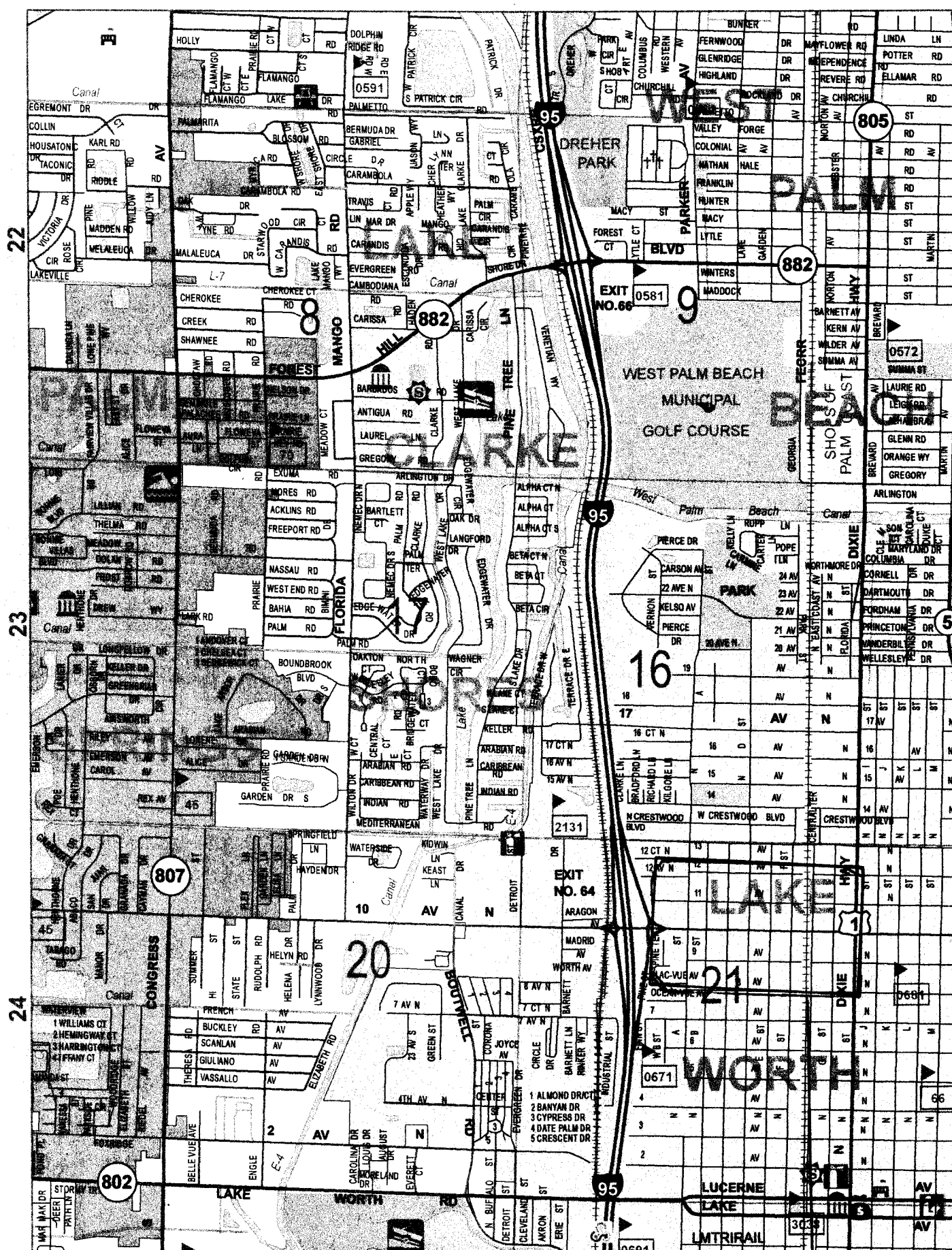
M. R. [Signature]
Assistant County Attorney

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.



10TH AVE N

From: Bob Dovey
To: Owen Miley
Date: 8/20/2008 11:39:20 AM
Subject: District III Gas Tax Allocation Funds - Lake Worth CRA/10th Avenue North Gateway Project

Owen:

Please use this e-mail as Commissioner Kanjian's authorization and request to provide \$250,000 from the District III Gas Tax Allocation Funds to the Lake Worth Community Redevelopment Agency for the 10th Avenue North Gateway Project. This is a RE-authorization of a previous authorization via attached letter. Please advise BCC meeting date and keep me in the loop as you proceed. THX! Bob

CC: Bob Kanjian, Charles Suits



MAY 24 2007

Warren H. Newell

County Commissioner
District III

301 North Olive Avenue
12th Floor
West Palm Beach, FL 33401

(561) 355-2203

FAX: (561) 355-6344

May 22, 2007

Rachel Bach, AICP, Executive Director
Lake Worth Community Redevelopment Agency
8 South 'J' Street
Lake Worth, Florida 33460

Re: 10th Avenue North Gateways Project - Funding Request

Dear Ms. Bach. *Rachel*

I am in receipt of your letter of March 30, 2007 regarding the request of the Lake Worth Community Redevelopment Agency (CRA) for funding support of the above referenced project.

After carefully reviewing the information you provided, and my funding commitments, I am pleased to advise you that I will recommend to the Board of County Commissioners an allocation of \$250,000 from the District III Gas Tax Allocation Funds toward this project.

By copy of this letter to Owen Miley, Special Projects Coordinator, Palm Beach County Engineering Department, I am asking him to initiate the appropriate documentation. Mr. Miley will keep me advised on the progress.

Should you have any other questions or concerns, do not hesitate to contact me.

Sincerely,

Warren H. Newell
Board of County Commissioners

C: Honorable Jeff Clemens, Mayor, and City Commissioners, City of Lake Worth
Owen Miley, Special Projects Coordinator, Palm Beach County Engineering Department
Robert Baldwin, Interim City Manager, City of Lake Worth
Laura Hannah, Assistant City Manager, City of Lake Worth

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

**INTERLOCAL AGREEMENT
LAKE WORTH COMMUNITY REDEVELOPEMENT AGENCY
10TH AVE. NORTH GATEWAYS PROJECT
FROM I-95 TO US-1**

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 LAKE WORTH COMMUNITY REDEVELOPEMENT AGENCY**, a Florida public agency established pursuant to Chapter 163, Florida Statutes hereinafter referred to as "**CRA**"

WITNESSETH:

WHEREAS, the **CRA** is undertaking certain improvements to 10TH Ave North within the boundaries of the **CRA** Redevelopment Area, hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **IMPROVEMENTS** consists of reconstruction of roadway, curb and gutters, sidewalks, traffic signals, sewers, and storm drainage within the **CRA** Redevelopment Area; and

WHEREAS, the **COUNTY** believes that the **IMPROVEMENTS** of the roadway serves a public purpose through the enhancement of the City of Lake Worth, and wishes to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00)**; and

WHEREAS, after completion of the **IMPROVEMENTS** the **CRA** will be responsible for the subsequent maintenance of all **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 **CRA** reimbursement funding for documented costs associated with the **IMPROVEMENTS** in an amount not to exceed **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00)**.
3. **COUNTY** agrees to reimburse the **CRA** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **CRA'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 **CRA** on a

reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

4. The **COUNTY** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **CRA** 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 and will comply with all applicable governmental codes and permitting requirements (including, but not limited to **STATE** and **COUNTY**) in the selection and installation of the **IMPROVEMENTS**. The **CRA** also agrees to assume financial responsibility for the completion of any portions of the **IMPROVEMENTS** that are not fully funded by the amount set forth in Paragraph 2, above. **COUNTY** will have the final determination of the eligibility for reimbursement of any changes. Substantial variations from the approved plans shall require prior written approval from the County Engineer's Office. The final plans for the **IMPROVEMENTS** must be signed and sealed by a Florida Registered Engineer.

6. The **CRA** will obtain or provide all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. **COUNTY** shall have the final determination of eligibility for reimbursement. The **CRA** shall furnish to the **OFFICE OF THE COUNTY ENGINEER** representative a request for payment supported by the following:

A) A statement from a Florida Registered Engineer 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" (pages 1 & 2), which are required for each and every reimbursement to the **CRA**. Said information shall list each invoice payable by the **CRA** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CRA** shall attach a copy of each vendor invoice paid by the **CRA** 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 **CRA** Financial Officer, or authorized representative, shall also certify that each

invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CRA** as indicated.

7. As it relates to this Agreement, and upon providing reasonable notice, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **CRA** 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 **CRA** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following the installation of the **IMPROVEMENTS**. The **CRA** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY**, or municipal agency if any are required for the **IMPROVEMENTS**.
9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 1, 2010 and the **COUNTY** shall have no obligation to the **CRA** 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 **CRA** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **CRA's** negligence in connection with this Agreement or the performance by the **CRA** 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 **CRA** 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 **CRA** 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 **CRA** may require each contractor engaged by the **CRA** 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 **CRA** 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 **CRA**; and the **COUNTY** may withhold any payment to the **CRA** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

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

16. The **COUNTY** and **CRA** 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
2300 North Jog Road Ste. 3E-13
West Palm Beach, Florida 33411

AS TO THE CRA

City of Lake Worth
Joan Oliva, Interim Executive Director
29 South 'J' Street, Suite 1
Lake Worth, Florida 33460
Phone 561-493-2550

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 **CRA** 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, 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.


LAKE WORTH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Mark Rickards, Chair

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

By: _____
Addie L. Greene Chairperson

ATTEST:

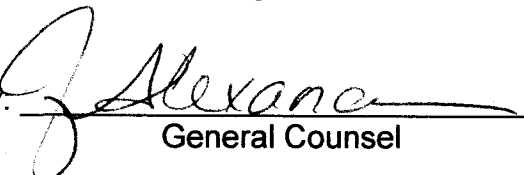
Joan Olive, CRA
DIRECTOR
By: 
Secretary

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
General Counsel

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Date: 7/8/08

By: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Date: _____

**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 073008-3184

FUND Transportation Improvement

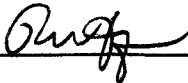
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/30/08	REMAINING BALANCE
<u>10TH AVE N GATEWAYS PROJ/195 TO US1-DIST 3</u>								
3500-368-1258-8101	Contributions Othr Govtl Agency	0	0	250,000	0	250,000	0	250,000
<u>RESERVES FOR DISTRICT 3</u>								
3500-368-9113-9907	Res-Future Construction	2,571,392	1,123,264	<u>0</u>	<u>250,000</u>	873,264		
				250,000	250,000			

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