Agenda Item #:

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA ITEM SUMMARY

Meeting Date: December 2, 2008				Regular
Department:	[]	Workshop	[]	Public Hearing
Submitted By: Engine	erina	and Dublic W	orko	

Submitted For: County Engineer

#### I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A Reimbursement Agreement with the Village of Wellington (Village) not to exceed \$150,000 for the installation of a traffic signal at the intersection of Forest Hill Boulevard and Quercus Lane;
- B) Requiring, as part of the agreement, the Village will pay for maintaining the traffic signal; and
- C) A Budget Transfer of \$150,000 in the Transportation Improvement Fund from Reserve for District 6 to Forest Hill Boulevard and Quercus Lane District 6.

**SUMMARY:** Approval of this agreement and Budget Transfer will partially fund the installation of a non warranted mast arm traffic signal at the intersection of Forest Hill Boulevard and Quercus Lane. The Village will be installing the signal after receipt of the funds. The Village Council considered the agreement in mid-November but requested the agreement be amended to have Palm Beach County (County) accept maintenance responsibility. County staff disagrees and feels the County should not pay for maintenance for a signal that does not meet our installation standards. Annual maintenance is expected to be approximately \$2000.

#### District 6 (MRE)

Background and Justification: Although the Traffic Division found that the intersection did not warrant a traffic signal, the Village believed that there should be a signal at this intersection. Commissioner Santamaria agreed to help fund its installation. The funding agreement sent to the Village in November included a requirement that the Village would be responsible for subsequent maintenance, (a position previously transmitted to the Village's staff). Without this clause the County would become the maintaining agency. The Village recently accepted Forest Hill Boulevard (and its future maintenance) from the County. This acceptance of the road and the maintenance allows the Village to install the signal, but the Village Council did not want to accept maintenance responsibility for the signal and refused to execute the reimbursement agreement as proposed.

#### Attachments:

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

Recommended by:	In Hilaconnel	l 11/24/08
Approved by:	Division Director	Date ///25/08
	County- <b>≝</b> ngineer	Date

### II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	\$150,000	-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	\$150,000	0-	-0-	-0-	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)				· .	
Is Item Included in Current Budget Acct No.: Fund Progr	bject	No <u>X</u> .			

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

Transportation Improvement Fund Reserve for District 6 Forest Hill Blvd and Quercus Lane - Dist 6

C.	Departmental Fiscal Review: _	Olugo

#### III. REVIEW COMMENTS

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

atwilliete 11.24.08	Du J- Jawet
OFMB (1) 25/08	Contract Dev. and Control
	This Contract complies with our

B. Approved as to Form and Legal Sufficiency:

Moderal County Attorney

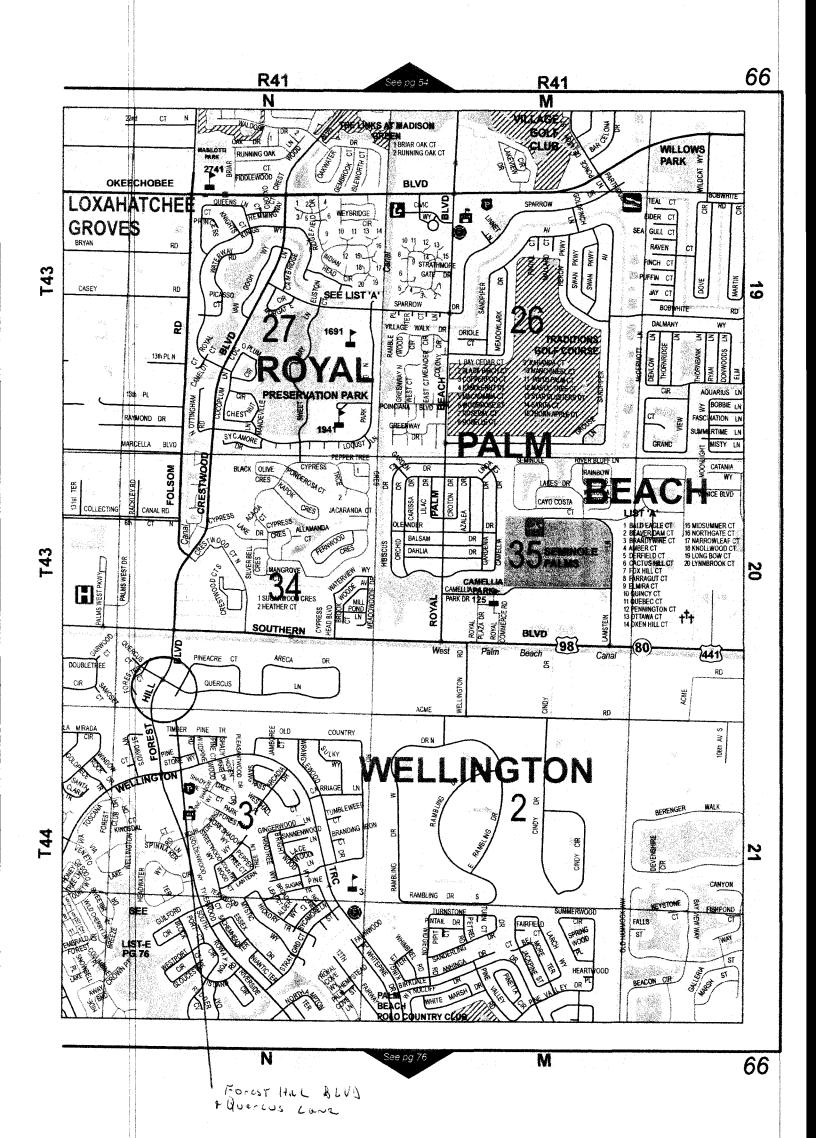
C. Other Department Review:

contract review requirements.
At the same of our
verien, the contract
was not executed
and the was no prost
pt insurance.

**Department Director** 

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

I:\WP\AgendaPage2\Agnpgtwo2009\.00063



#### Owen Miley

From:

Cyndy Verner [CVerner.PBCGOV.Exchange]

Sent:

Monday, August 18, 2008 9:47 AM

To:

Subject:

Owen Miley; George Webb Quercus Lane & Forest Hill Signal

Commissioner Santamaria has agreed to contribute an additional \$50,000.00 to the already \$100,000.000 allocated to this project. Please prepare an amended agreement to allow for the increase in funding to \$150,000.00 from District 6 gas tax funding.

Thank you.

**Cyndy Stephens** 

Senior Administrative Assistant to

Jess R. Santamaria

County Commissioner

District 6

(561) 355-6300

# GRANT AGREEMENT VILLAGE OF WELLINGTON FOR SIGNAL INSTALLATION AT FOREST HILL BOULEVARD AND QUERCUS LANE

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

WITNESSETH:

WHEREAS, VILLAGE is planning to install a traffic signal at the intersection of Forest Hill Boulevard and Quercus Lane hereinafter PROJECT; and

WHEREAS, VILLAGE has declared that the construction of the PROJECT serves a public purpose in the enhancement of traffic control for this road; and

WHEREAS, the COUNTY agrees to support the PROJECT by providing supplemental reimbursement funding for the documented costs of the PROJECT in an amount not to exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000); and

WHEREAS, COUNTY is the maintaining agency for traffic signals within the VILLAGE and unincorporated COUNTY limits as pursuant to the AGREEMENT R96-2032D dated December 17, 1996 and as per first amendment R2007-1670, hereafter, Traffic Signal Agreement; and

WHEREAS, when the construction of PROJECT has been completed the VILLAGE shall be responsible for all subsequent maintenance of the PROJECT and it will not be a responsibility of the COUNTY; and

WHEREAS, COUNTY and VILLAGE are authorized to enter into this AGREEMENT pursuant to Section 163.01 of the Florida Statues, as amended which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

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 the VILLAGE reimbursement funding for documented costs for the PROJECT, from Commission District 6 Reserve Funds in an amount not to exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00), upon VILLAGE's submission of acceptable documentation needed to substantiate their costs for the PROJECT. COUNTY will use its best efforts to provide said funds to VILLAGE on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.
- 3. COUNTY's obligation is limited to its payment obligation and shall have no obligation to any other person or entity. The COUNTY'S performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for this purpose by the Board of County Commissioners.
- 4. VILLAGE agrees to assume all responsibility for bidding, contract preparation, and contract administration for the PROJECT, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and permitting requirements in designing, completing and maintaining the PROJECT.
- 5. VILLAGE will obtain or provide all labor and materials associated with the PROJECT. COUNTY shall have the final determination of eligibility for reimbursement. VILLAGE shall furnish the Special Projects Coordinator, of the COUNTY'S Department of Engineering and Public Works with a request for payment supported by the following:
  - a. A statement from a Florida Registered Engineer, that the PROJECT has been completed and is in accordance with FDOT Design Standards 2008 and Palm Beach County Signal Standards 2006; and
  - b. A Contract Payment Request Form and a Contractual Services
    Purchases Schedule Form, attached hereto and incorporated herein as Exhibit
    "A" (pages 1 and 2) which are required for each and every reimbursement
    requested by VILLAGE. Said information shall list each invoice paid by
    VILLAGE and shall include the vendor invoice number, invoice date, and the

amount paid by VILLAGE. VILLAGE shall attach a copy of each vendor invoice paid by VILLAGE 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 Program Administrator and the Program Financial Officer for VILLAGE shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by VILLAGE as indicated.

- 6. VILLAGE shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the PROJECT for at least three (3) years after the completion of such PROJECT. COUNTY shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.
- 7. VILLAGE agrees to be responsible for the perpetual maintenance of the PROJECT following its completion and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional, or COUNTY agency which are required for the subsequent maintenance of the PROJECT.
- 8. PROJECT shall be completed and final invoices submitted to COUNTY no later than October 1, 2010, and COUNTY shall have no obligation to VILLAGE for any cost incurred thereafter unless the time for completion is extended by modification of this AGREEMENT as provided herein.
- 9. VILLAGE recognizes that it is an independent contractor and not an agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to the PROJECT or any item which is the responsibility of VILLAGE, VILLAGE hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or

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omissions of VILLAGE relating to the obligations of VILLAGE under this AGREEMENT. VILLAGE, to the extent permitted by law, agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of COUNTY.

- 10. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, VILLAGE acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event that the VILLAGE maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, VILLAGE shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property VILLAGE agrees to maintain or to be self-insured for Worker's damage. Compensation & Employer's Liability insurance in accordance with Florida Statutes 440. Prior to execution of this AGREEMENT by the County VILLAGE shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, selfinsurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Certificate holder's address shall read Palm Beach County, c/o Department of Engineering and Public Works, 2300 N. Jog Road , 3E-13, West Palm Beach, Florida 33411, Attention: Special Projects Coordinator. Compliance with the foregoing requirements shall not relieve VILLAGE of its liability and obligations under this AGREEMENT.
- 11. As provided in F.S. 287.132-133, by entering into this AGREEMENT or performing any work in furtherance hereof, VILLAGE 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).

- 12. VILLAGE shall require each contractor engaged by VILLAGE for work associated with this AGREEMENT to maintain:
  - 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 AND 00/100 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured; and
  - c. A payment and performance bond for the total amount of the PROJECT in accordance with Florida Statute 255.05.
- 13. In the event of termination, VILLAGE shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the contract by VILLAGE; and COUNTY may withhold any payment to VILLAGE for the purpose of set-off until such time as the exact amount of damages due COUNTY is determined.
- 15. VILLAGE's termination of this AGREEMENT shall result in all COUNTY obligations for funding contemplated herein to be canceled.
- 16. COUNTY and VILLAGE agree that no person shall, on the grounds of race, color, national origin, sexual orientation, gender identity and expression, religion or creed, sex, age, or handicap is discriminated against in performance of the AGREEMENT.
- 18. 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.

19. 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 prepaid, to the following:

#### **AS TO COUNTY**

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

#### **AS TO VILLAGE**

Village of Wellington Angela Kahoe P.E. Director of Engineering Services 12794 Forest Hill Boulevard Wellington, Florida 33414 (561)753-2474 FAX (561)753-2429

- 20. This AGREEMENT shall be construed and governed by the laws of the State of Florida. Any and all 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 or 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.
- 21. 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.
- 22. 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.

- 23. Each party agrees to abide by all laws, orders, rules and regulations and VILLAGE will comply with all applicable governmental codes in the maintenance and replacement of the PROJECT.
- 24. The parties to this AGREEMENT 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.
- 25. VILLAGE shall promptly notify COUNTY 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.
- 26. 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.
- 27. 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.
- 28. This AGREEMENT represents the entire understanding of the parties, and supersedes all other negotiations, representations, or AGREEMENTs, either written or oral, relating to this AGREEMENT.
- 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

	in withe 55 where or, the parties	nave executed this AGREEMEN I and it is
2	effective on the day first above written.	
3 4 5	PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS	VILLAGE OF WELLINGTON
6	By:	By:
7 8 9	JOHN F. KOONS, CHAIRMAN	By: MAYOR
10 11 12 13	(COUNTY SEAL)	(VILLAGE SEAL)
14	ATTEST:	ATTEST:
15 16	SHARON R. BOCK, CLERK & COMPTROLLER	
17 18 19	By: DEPUTY CLERK	By:VILLAGE CLERK
20 21 22	APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO FORM AND LEGAL SUFFICENCY
23 24 25	By: ASSISTANT COUNTY ATTORNEY	By:VILLAGE ATTORNEY
26 27	Date:	Date:
28 29 30	APPROVED AS TO TERMS AND CONDITIONS	
31	By: Alllalonnell	
	Date:	

## PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

	(PROJE	CT)	
Grantee	Requ	est Date	
Billing #	Billin	g Period	
P	ROJECT PAYME	NT SUMMARY	
Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	National Control of the Control of t		
Contractual Services			
Material, Supplies, Direct Purchases			
Grantee Stock	*		
Equipment, Furniture			
TOTAL PROJECT COSTS			
Certification: I hereby certify that was incurred for the work identificaccomplished in the attached programmer.	ed as being has ress reports. exp	rtification: I hereby certify is been maintained as required benses reported above, and is uest.	d to support the project
Administrator/Date	Fir	nancial Officer/Date	
PBC USE ONLY			
County Funding Participat	ion	\$	
Total Project Costs		\$	
Total Project Costs to Date		\$	
County Obligation to Date		\$	
County Retainage (%)		(\$	
County Funds Previously D	Disbursed	(\$	
County Funds Due this Bill	ing	\$	
Reviewed and Approved by		C Project Administrato	r/Date

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

		(PROJECT)		
	Grantee	Billing	g Date	·
	Billing #	Billing	g Period	
Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid this Period	General Description
		TOT	AL	_
Certification: I hereby certify the above was used in accomplishing		checks, an	d other purchasing documentation	ulations, executed contract, cancelled on have been maintained as required e available for audit upon request.
Administrator/Date		Financial	Officer/Date	

2009
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Page	1	of	1	
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## **BOARD OF COUNTY COMMISSIONERS** PALM BEACH COUNTY BUDGET <u>Transfer</u>

			FUND Transp	ortation Improve	ment		BGEX	
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREAS	E DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/21/08	REM/ BAI
FOREST HILL BLVD AND QUERO 3500-368-1303-8101 Contribution		0	0	150,000	0	150,000	0	150,0
RESERVE FOR DISTRICT 6 3500-368-9116-9907 Res-Future (	Construction	442,789	342,789	0	150,000	192,789		
			·	150,000	150,000			
Control of the Contro		SIGNATURI	E	D	ATE		rd of County Comm ting of12/02/0	
Engineering & Public V  Administration / Budge			auf		11/21/08			
OFMB Department – P							Clerk to the of County Commiss	ioners