

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date:** December 16, 2008 ☒ **Consent** ☐ **Regular**  
☐ **Workshop** ☐ **Public Hearing**

**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Streetscape Section

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: A Financial Assistance Agreement with the Village of Wellington (Village), to provide them with a reimbursement contribution not to exceed \$62,500.

**SUMMARY:** Approval of this Agreement will provide funding to reimburse the Village up to 10% (maximum of \$62,500) of the cost for the installation of beautification within the right-of-way of Forest Hill Boulevard, from Wellington Trace (south intersection) to Wellington Trace (north intersection). The Village will be responsible for the perpetual maintenance of these improvements.

District 6 (MRE)

**Background and Justification:** On September 13, 2005, the Board of County Commissioners approved allocating reimbursement grants to various organizations based upon the application process and recommendations of Keep Palm Beach County Beautiful, Inc., a non-profit organization. The attached standard Reimbursement Grant Agreement has been executed by the Village.

**Attachments:**

1. Location Sketch
  2. Agreements with exhibit "A" (2)
- 

**Recommended By:** \_\_\_\_\_  

**Division Director**
**Date**

**Approved By:** S. T. Webb 12/9/09  

**County Engineer**
**Date**

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ 62,500	-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	\$ 62,500	-0-	-0-	-0-	-0-

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_  
Budget Acct No.: Fund 3500 Dept. 361 Unit 1162 Object 8101  
Program

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

This item has no additional fiscal impact beyond the 62,500 approved by  
the BCC on 9/13/05

C. Departmental Fiscal Review: \_\_\_\_\_ *Phuff*

## III. REVIEW COMMENTS

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

*James Bink* 12-9-08  
OFMB  
SD 12/9/08 CN 12/09/08

*A. S. J. J. J.* 12/10/08  
Contract Dev. and Control  
12/10/08

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

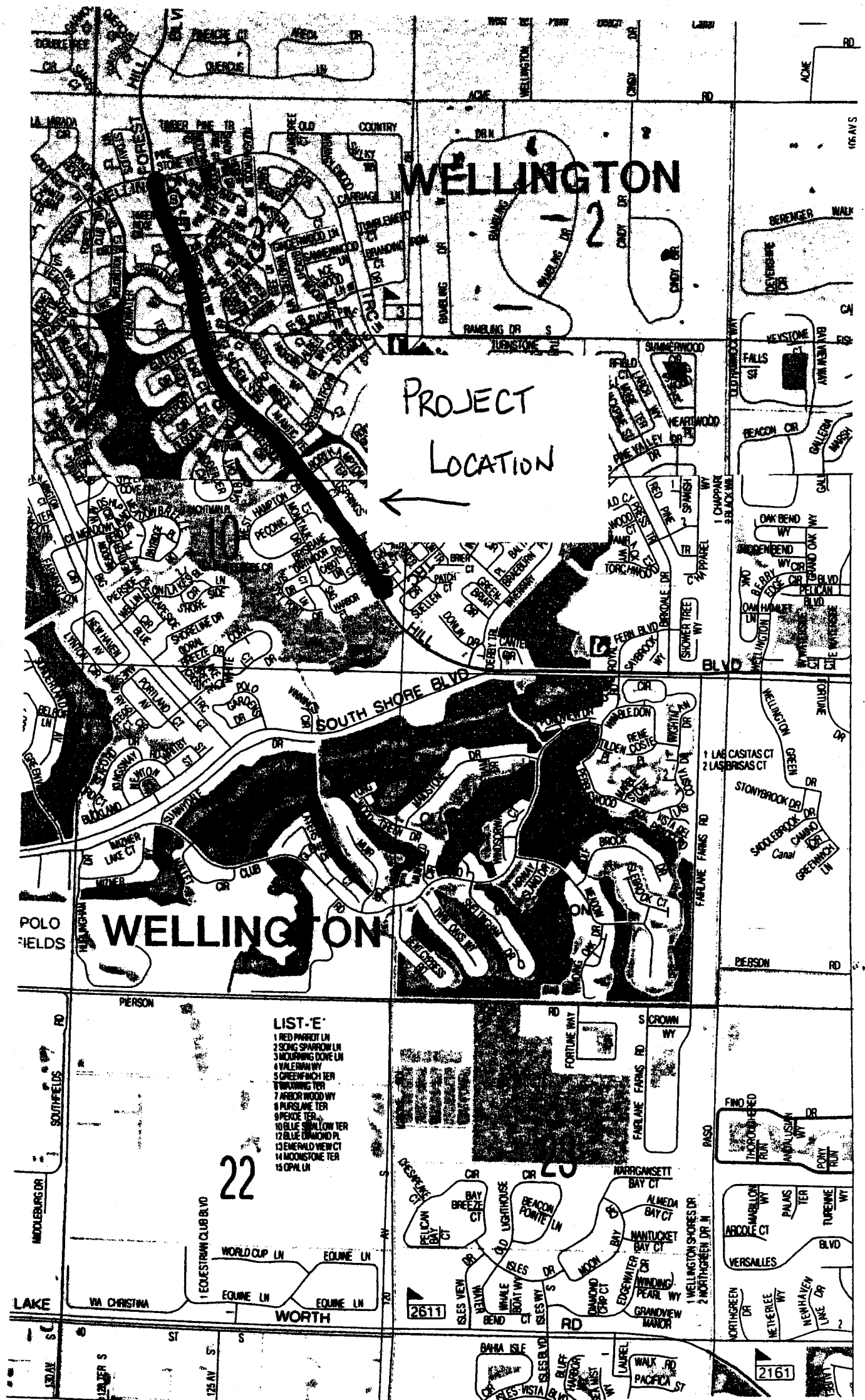
*M. R. R.* 12/14/08  
Assistant County Attorney

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**

**FINANCIAL ASSISTANCE AGREEMENT WITH VILLAGE OF WELLINGTON FOR  
BEAUTIFICATION ALONG THE RIGHT OF WAY FOR FOREST HILL BOULEVARD**

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

**W I T N E S S E T H:**

**WHEREAS, VILLAGE** desires to install beautification within the right of way of Forest Hill Boulevard from Wellington Trace South to Wellington Trace North , hereinafter **IMPROVEMENTS**"; and

**WHEREAS, VILLAGE** applied for this County funded grant through Keep Palm Beach County Beautiful, Inc.; and

**WHEREAS, the Board of County Commissioners** approved a grant allocation of \$62,500.00 (10% of the total cost) to the **VILLAGE**.

**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 reimburse **VILLAGE** for ten percent (10%) of the cost of the **IMPROVEMENTS**, not to exceed a maximum amount of SIXTY TWO THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$62,500.00), whichever is less, of the cost of the initial installation, hereinafter "**IMPROVEMENTS**".
3. **COUNTY** agrees to reimburse **VILLAGE** the amount established in paragraph 2 for costs (materials and labor) associated with the installation of the **IMPROVEMENTS**, upon **VILLAGE**'s submission of acceptable documentation needed to substantiate its costs for the **IMPROVEMENTS**. **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.
4. **COUNTY**'s obligation is limited to its payment obligation and **COUNTY** shall have no obligation to any other person or entity.
5. **VILLAGE** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the **IMPROVEMENTS**. **VILLAGE** agrees to install the **IMPROVEMENTS** substantially in accordance with the plans, specifications and costs as permitted by **COUNTY**. **VILLAGE** 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. Otherwise, **COUNTY** will have the final determination of the eligibility for reimbursement of any changes. Substantial

1 variations from the permitted plans shall require prior written approval from **COUNTY**  
2 Engineer's Office. The final drawings must be signed and sealed by a Florida Registered  
3 Landscape Architect.

4 6. **VILLAGE** will obtain or provide all labor and materials necessary for the  
5 design and installation of the **IMPROVEMENTS**. **COUNTY** shall have the final  
6 determination of eligibility for reimbursement. **VILLAGE** shall furnish the Manager,  
7 Streetscape Section, of **COUNTY**'s Department of Engineering and Public Works with a  
8 request for payment supported by the following:

9 a. A statement from a Florida Registered Landscape Architect that the  
10 **IMPROVEMENTS** have been inspected and were installed substantially in  
11 accordance with the permitted plans for the **IMPROVEMENTS**, and;

12 b. A Contract Payment Request Form and a Contractual Services Purchases  
13 Schedule Form, attached hereto and incorporated herein as Exhibit "A"  
14 (pages 1 and 2) which are required for each and every reimbursement  
15 requested by **VILLAGE**. Said information shall list each invoice paid by  
16 **VILLAGE** and shall include the vendor invoice number, invoice date, and the  
17 amount paid by **VILLAGE**. **VILLAGE** shall attach a copy of each vendor  
18 invoice paid by **VILLAGE** along with a copy of the respective check and shall  
19 make reference thereof to the applicable item listed on the Contractual  
20 Services Purchases Schedule Form. Further, the Program Administrator and  
21 the Mayor of **VILLAGE**, or his designee shall also certify that each vendor  
22 invoice listed on the Contractual Services Purchases Schedule Form was  
23 paid by **VILLAGE** as indicated.

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

29 8. **VILLAGE** agrees to be responsible for the perpetual maintenance of the  
30 **IMPROVEMENTS** following its installation and shall be solely responsible for obtaining and  
31 complying with all necessary permits, approvals, and authorizations from any federal, state,  
32 regional, or **COUNTY** agency which are required for the subsequent maintenance of the  
33 **IMPROVEMENTS**.

34 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices  
35 submitted to **COUNTY** no later than March 31, 2010, and **COUNTY** shall have no  
36 obligation to **VILLAGE** or any other entity or person for any cost incurred thereafter unless  
37 the time for completion is extended by modification of this Agreement as provided herein.

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

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

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

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

- 23           a. Workers' Compensation coverage in accordance with  
24 Florida Statutes, and;  
25           b. Commercial General Liability coverage, including vehicle coverage, in  
26 combined single limits of not less than ONE MILLION AND 00/100  
27 DOLLARS (\$1,000,000.00). **COUNTY** shall be included in the coverage as  
28 an additional insured.  
29           c. A payment and performance bond for the total amount of the  
30 **IMPROVEMENTS** in accordance with Florida Statute 255.05.

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

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

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

4           17.    **COUNTY** may, at **COUNTY's** discretion and for the duration of the  
5 **IMPROVEMENTS**, install signs within the public property or easement, notifying the public  
6 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 effect the  
9 remaining portions of this Agreement and the same shall remain in full force and effect.

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

13                               **AS TO COUNTY**

14                               Manager, Streetscape Section  
15                               Palm Beach County Department of  
16                               Engineering and Public Works  
17                               Post Office Box 21229  
18                               West Palm Beach, Florida 33416-1229

19                               **AS TO VILLAGE**

20                               Public Works Director  
21                               VILLAGE of WELLINGTON  
22                               14000 Greenbriar Boulevard  
23                               Wellington, FL 33414  
24

25          20.    This Agreement shall be construed and governed by the laws of the State of  
26 Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm  
27 Beach County. No remedy herein conferred upon any party is intended to be exclusive of  
28 any other remedy, and each and every other remedy shall be cumulative and shall be in  
29 addition to every other remedy given hereunder or now or hereafter existing at law or in  
30 equity or by statute or otherwise. No single or partial exercise by any party of any right,  
31 power, or remedy shall preclude any other or further exercise thereof.

32          21.    Any costs or expenses (including reasonable attorney's fees) associated with  
33 the enforcement of the terms and conditions of this Agreement shall be borne by the  
34 respective parties; provided, however, that this clause pertains only to the parties to the  
35 Agreement.  
36

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

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

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

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

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

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

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

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

26       30.     This Agreement shall take effect upon execution and the effective date shall  
27       be the date of execution.

(INTENTIONALLY LEFT BLANK)


IN WITNESS WHEREOF, the parties have executed this Agreement and  
it is effective on the day first above written.

VILLAGE OF WELLINGTON

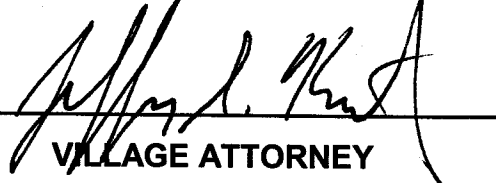
(VILLAGE SEAL)

ATTEST:

By:   
VILLAGE CLERK

By:   
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:   
VILLAGE ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
ADDIE L. GREENE, CHAIRPERSON

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

BY: 

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

Certification: I hereby certify that the above were 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 Cost	\$ _____
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

\_\_\_\_\_  
Assistant County Engineer or Fiscal Manager/Date

**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