



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ -0-	-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-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

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

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

This item has no fiscal impact.

C. Departmental Fiscal Review: \_\_\_\_\_ *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 12-19-08  
OFMB *[Initials]* SN 12/18/08 CN 12/14/08

*[Signature]*  
Contract Dev. and Control 12/19/08

This amendment complies with our review requirements.

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

*[Signature]* 12/23/08  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

LINTON BLVD BASCOLE BRIDGE

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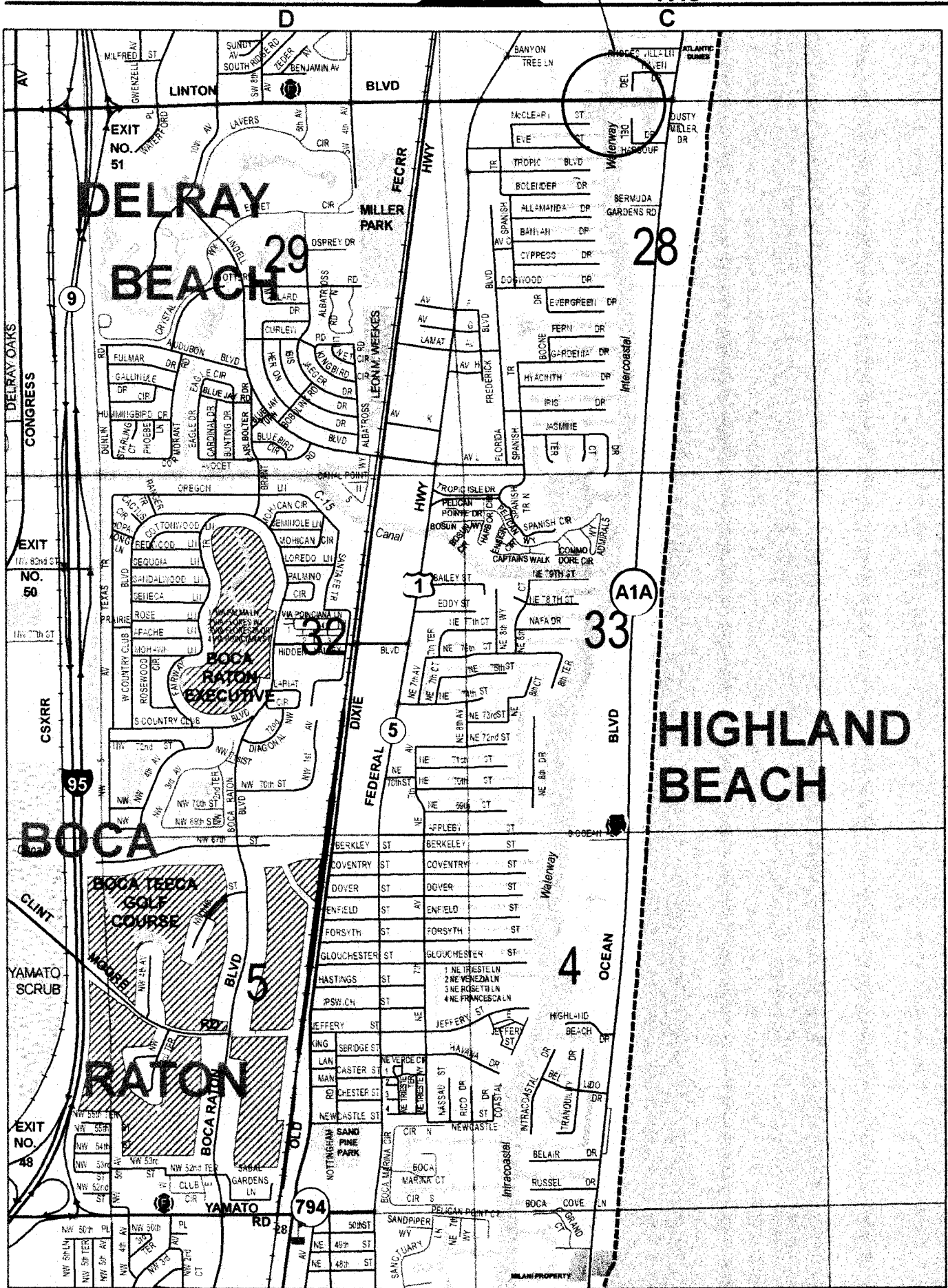
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D

See pg 124

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**Owen Miley**

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**From:** Kate Scott  
**Sent:** Thursday, October 09, 2008 12:10 PM  
**To:** Owen Miley  
**Subject:** RE: Linton Blvd Bridge Tender House

Owen,  
Commissioner McCarty has agreed to the amendment of the agreement R2006-0952 to extend the expiration date.

Freddie, Admin. Aide to Commissioner McCarty

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**From:** Owen Miley  
**Sent:** Thursday, October 09, 2008 11:41 AM  
**To:** Kate Scott  
**Subject:** Linton Blvd Bridge Tender House

The City of Delray Beach has requested an amendment to the agreement R2006-0952 and have the time of completion extended from December 31, 2008 to May 30, 2009. Please respond if this is acceptable or not to the commissioner.

**AMENDMENT TO INTERLOCAL AGREEMENT  
THE CITY OF DELRAY BEACH  
LINTON BOULEVARD BASCULE BRIDGE TENDER HOUSE**

**THIS AMENDMENT** is made to the Inter-local Agreement (R2006-0952) dated June 6, 2006 with the **CITY OF DELRAY BEACH**, a political subdivision of the State of Florida hereinafter referred to as "**CITY**", and the **CITY OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**".

**WITNESSETH**

**WHEREAS**, on June 6, 2006 the **CITY** and the **COUNTY** entered into an Inter-local Agreement (R2006-0952) to provide funding to the **CITY** for the upgrade of the bridge tender house for the Linton Boulevard bascule bridge in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)** and;

**WHEREAS**, the **CITY** has requested modification of the Agreement extending the time of completion from December 31, 2008 to May 30, 2009; and

**WHEREAS**, **COUNTY** and **CITY** desire to amend the Interlocal Agreement (R2006-0952) to extend the time of completion to May 30, 2009.

**NOW, THEREFORE**, in consideration of mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The Inter-local Agreement dated June 6, 2006 by and between the **COUNTY** and **CITY** is hereby amended to revise paragraph 9 as follows:
  9. All installation of the improvements shall be completed and final invoices submitted to the **COUNTY** no later than May 30, 2009, 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.
2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.
3. All other provisions of the Inter-local Agreement (R2006-0952) dated June 6, 2006 not specifically amended herein shall remain in full force and effect.

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

THE CITY OF DELRAY BEACH

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

By: Rita Ellis  
Chair

By: \_\_\_\_\_  
Chairperson

ATTEST:

ATTEST:

By: Sharon R. Bock  
~~Secretary~~  
City Clerk

SHARON R. BOCK, CLERK

by: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Terrell R. [Signature]  
Asst. CITY Attorney

by: \_\_\_\_\_  
Assistant County Attorney

Date: 11/7/08

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

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]

Date: 12/3/08

**INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
THE CITY OF DELRAY BEACH  
FOR UPGRADES TO THE LINTON BOULEVARD  
BASCULE BRIDGE TENDER HOUSE**

**R2006 0952**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of JUN 06 2006, 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 upgrade of the bridge tender house for the Linton Boulevard bascule bridge, a County maintained bridge, within the CITY, limits hereinafter referred to as "PROJECT"; and

**WHEREAS**, the PROJECT consists of adding a façade to improve the aesthetic appearance of the bridge tender house; and

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

**WHEREAS**, after construction of the PROJECT, the COUNTY will be responsible for the subsequent maintenance of the PROJECT.

**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 PROJECT in an amount not to exceed **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 PROJECT, upon the CITY's submission of acceptable documentation needed to substantiate its cost for the PROJECT. 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 PROJECT, 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 PROJECT. The CITY shall furnish to the COUNTY's representative a request for payment supported by the following:

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 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 PROJECT.

9. The PROJECT shall be completed and final invoices submitted to the COUNTY no later than December 31, 2008, 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.



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 or for any amount over the limits set forth in FL Statute 768.28 despite any case law to the contrary.

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. 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 IMPROVEMENT 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  
Mr. Randall Krejcarek, P.E.  
Director of Environmental Services  
100 NW First Avenue  
Delray Beach, Florida 33444

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 PROJECT.
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, either 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.

R2006 0952

JUN 08 2006

CITY OF DELRAY BEACH

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

By: [Signature]

Mayor

By: [Signature]

Tony Maslotti, Chairman

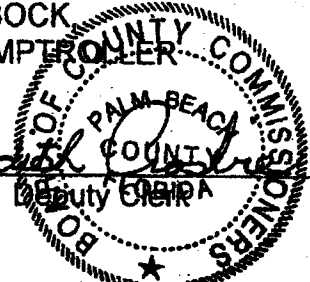
ATTEST:

ATTEST:

SHARON R. BOCK  
CLERK & COMPTROLLER

By: [Signature]  
City Clerk

By: [Signature]  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]

Asst City Attorney

By: [Signature]

Assistant County Attorney

Date: 04/11/2006

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

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]

Date: 4/28/06