

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date:** April 21, 2009

☒ Consent      ☐ Regular  
☐ Workshop      ☐ Public Hearing

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

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve:

- A) A Reimbursement Agreement with The Town of Mangonia Park for Boardman Avenue Speed Humps in an amount not to exceed \$6,763; and
- B) A Budget Transfer of \$6,763 in the Transportation Improvement Fund from Reserve for District 7 to Mangonia Park Boardman Avenue Speed Humps – District 7.

**SUMMARY:** Approval of the Reimbursement Agreement and Budget Transfer will provide funds to pay for two of eight speed humps installed on Boardman Avenue.

District 7 (MRE)

**Background and Justification:** The District 7 Commissioner wishes to support the Town of Mangonia Park for the installation of two of eight speed humps on Boardman Avenue. The District 7 Commissioner believes this will serve the public's best interest.

**Attachments:**

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

**Recommended by:** *[Signature]* *3/23/09*  
Division Director      Date

**Approved by:** *[Signature]* *4/7/09*  
County Engineer      Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	<u>\$6,763</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>\$6,763</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 7

Mangonia Park Boardman Ave Speed Humps - Dist 7

C. Departmental Fiscal Review: Whitliff 3/17/09

## III. REVIEW COMMENTS

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

Jim Doherty 4-13-09 OFMB NO 4/14/09 after 4/18 5 P 4/14/09 Dr. J. Javelle 4/14/09 Contract Dev and Control C. Doherty 4/14/09

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

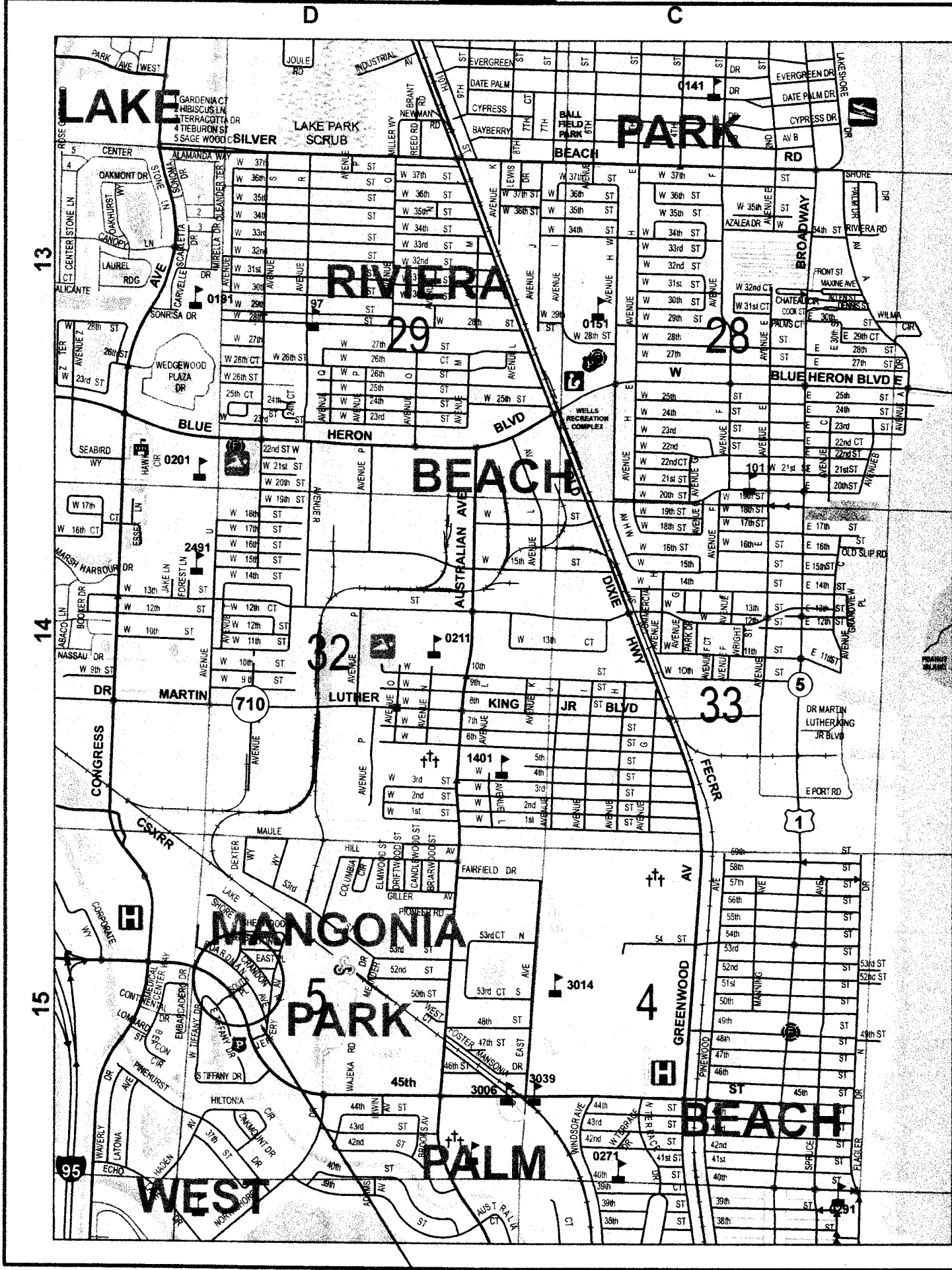
Monica R. [Signature]  
Assistant County Attorney

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.



Bourman Ave SAGA HUMPS

## Owen Miley

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**From:** Addie Greene  
**Sent:** Friday, September 26, 2008 9:58 AM  
**To:** Owen Miley  
**Cc:** Shirley Meeks; Addie Greene  
**Subject:** FUNDING OF SPEED HUMPS/SPEED HUMPS INSTALLED ON BOARDMAN AVENUE/MANGONIA PARK

Please allow this correspondence to serve as confirmation that I will fund the installation of speed humps located on Boardman Avenue in the Town of Mangonia Park. My office has been provided with an invoice in the amount of \$6,762.50 for the installation of two (2) speed humps. If there are any questions concerning this matter, please contact Shirley Meeks at 355-6637. Thank you for your consideration of this matter.

Thank You.

*Shirley V. Meeks*  
*Palm Beach County, Board of County Commissioners*  
*Administrative Assistant, District VII*  
*561-355-6637*

**REIMBURSEMENT AGREEMENT  
THE TOWN OF MANGONIA PARK  
BOARDMAN AVENUE SPEED HUMPS**

**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 TOWN OF MANGONIA PARK**, a municipal corporation of the State of Florida hereinafter referred to as "**TOWN**"

**WITNESSETH:**

**WHEREAS**, the **TOWN** has installed eight speed humps on Boardman Avenue from Jeffrey Avenue to the end and on Jeffrey Avenue from Boardman to Sherwood Avenue hereinafter referred to as "**IMPROVEMENTS**"; and

**WHEREAS**, the **COUNTY** has agreed to pay for two of the eight **IMPROVEMENTS** on Boardman Avenue from Jeffrey Avenue to the end; and

**WHEREAS**, the **TOWN** has complied with **COUNTY** specification T-P-96-001 for installation and compliance; and

**WHEREAS**, the **IMPROVEMENTS** will contribute to a pedestrian friendly environment for the community; and

**WHEREAS**, the **IMPROVEMENTS** serve as a traffic calming device that will preserve the safety of the community; and

**WHEREAS**, the **COUNTY** believes the **IMPROVEMENTS** serve a public purpose and wishes to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **SIX THOUSAND SEVEN HUNDRED AND SIXTY THREE DOLLARS (\$6,763)**; and

**WHEREAS**, the **TOWN** shall be responsible for all the subsequent 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 incorporated herein.
2. The **COUNTY** agrees to provide to the **TOWN** reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **SIX THOUSAND SEVEN HUNDRED AND SIXTY THREE DOLLARS (\$6,763)**.
3. The **COUNTY** agrees to reimburse the **TOWN** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **TOWN's** submission of acceptable documentation as provided in paragraph 6a herein below needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its

best efforts to provide said funds to the **TOWN** 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 **TOWN** has assumed 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.

6. The **TOWN** has obtained all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **TOWN** shall furnish the Special Projects Coordinator of County's Department of Engineering and Public Works with a request for payment supported by the following:

a. 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 **TOWN**. Said information shall list each invoice payable by the **TOWN** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **TOWN** shall attach a copy of each vendor invoice paid by the **TOWN** 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 **TOWN's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **TOWN** 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 **TOWN** 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 **TOWN** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following installation. The **TOWN** was 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 **IMPROVEMENTS**.

9. The **IMPROVEMENTS** have been completed and the final invoices shall be submitted to the **COUNTY** no later than September 30, 2009, and the **COUNTY** shall have no obligation to the **TOWN** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law; the **TOWN** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **TOWN's** negligence in connection with this Agreement or the performance by the **TOWN** 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. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, **TOWN** 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 **TOWN** maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, **TOWN** shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. **TOWN** agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes 440. Prior to execution of this AGREEMENT by the County **TOWN** shall deliver to the County an affidavit or Certificate of Insurance evidencing insurance, self-insurance, 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 **TOWN** of its liability and obligations under this AGREEMENT.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **TOWN** 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 **TOWN** shall require each contractor engaged by the **TOWN** for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- 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 DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- c. 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 **TOWN** 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 **TOWN**; and the **COUNTY** may withhold any payment to the **TOWN** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

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

16. The **COUNTY** and **TOWN** 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 TOWN

Town of Mangonia Park  
Lee Leffingwell  
Town Manager  
1755 East Tiffany Drive  
Mangonia Park, Florida 33407  
561-848-1235 Fax 561-848-6940

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 **TOWN** will comply with all applicable governmental codes during the **IMPROVEMENTS**.

23. 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.

24. 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.

25. 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.

26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

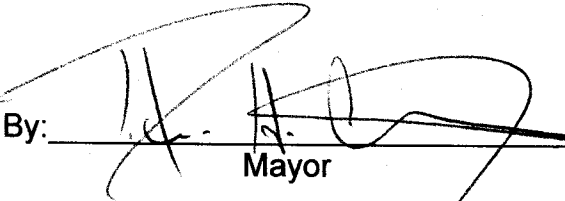
28. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

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

TOWN OF MANGONIA PARK

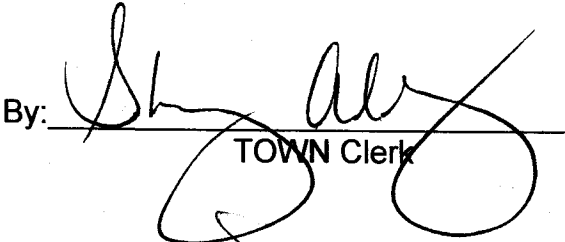
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By:   
Mayor

By: \_\_\_\_\_  
John F. Koons Chairman

ATTEST:

ATTEST:

By:   
TOWN Clerk

SHARON R. BOCK, CLERK  
By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
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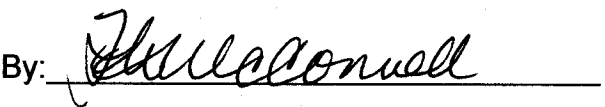
By:   
TOWN Attorney

By: \_\_\_\_\_  
Assistant County Attorney

Date: 2-19-2009

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: 

Date: 3/23/09

**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**

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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

2009 \_\_\_\_\_

Page 1 of 1

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer**

BGEX 031609-1206

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/16/09	REMAINING BALANCE
<b><u>MANGONIA PK BOARDMAN AV SPEED HMPS-DIST 7</u></b>								
3500-368-1311-8101	Contributions Othr Govtl Agency	0	0	6,763	0	6,763	0	6,763
<b><u>RESERVE FOR DISTRICT 7</u></b>								
3500-368-9117-9907	Res-Future Construction	3,752,195	1,882,830	<u>0</u>	<u>6,763</u>	1,876,067		
				6,763	6,763			

**SIGNATURE**

**DATE**

**By Board of County Commissioners  
At Meeting of 04/21/09**

Engineering & Public Works

\_\_\_\_\_ *ahwillhite*

\_\_\_\_\_ *3/14/09*

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

**Deputy Clerk to the  
Board of County Commissioners**