

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

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Meeting Date:	May 19, 2009	Consent [X]	Regular []
		Public Hearing []	

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement with the Town of Mangonia Park for construction of the Master Pump Station No. 1 Emergency Generator.

Summary: The Town of Mangonia Park Master Pump Station No. 1 Emergency Generator is funded by the 2005 Disaster Recovery Initiative Program. Palm Beach County Water Utilities Department (WUD) will implement this project on behalf of Mangonia Park. The Interlocal Agreement specifies the responsibilities of each party during the construction. (WUD Project No. 08-067) These are Federal Disaster Recovery Funds which require no local match. District 7 (JM)

Background and Justification: On August 21, 2007, the Board approved an Interlocal Agreement (R-2007-1327) with the Town of Mangonia Park for the 2005 Disaster Recovery Initiative Program which provided funding for the Town to design and construct the emergency generator. On March 31, 2008, the Interlocal Agreement (R-2007-1327) was terminated by letter in accordance with the terms of the Agreement as the Town requested the County oversee the design and construction of the emergency generator. On April 1, 2008, the Board approved a budget transfer of \$13,000 to provide funding for the design for the emergency generator. On December 16, 2008, five (5) bids were received with the low bidder being EAU Gallie Electric, Inc. in the amount of \$74,852. On March 16, 2009, the contract with EAU Gallie Electric, Inc. was approved as to terms and conditions by the Director of Water Utilities. The County Attorney's office determined that an Interlocal Agreement was necessary to construct the emergency generator prior to receipt and file of the contract with EAU Gallie Electric, Inc. On April 6, 2009, the Mangonia Park Town Council approved the Interlocal Agreement designating each party's responsibilities during construction.

Attachments:

- 1. Location Map
- 2. Two (2) Original Interlocal Agreement

Recommended By:  4/28/09
Department Director Date

Approved By:  4/27/09
for Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<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	0	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included in Current Budget? Yes No

Reporting Category **N/A**

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

No fiscal impact.

C. Department Fiscal Review:

Delma rivest

III. REVIEW COMMENTS

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

A. OFMB Fiscal and/or Contract Development and Control Comments:
 * Fiscal impact will be shown at the time the contract is awarded.

awarded

John R. 5-8-09

NO 5/8/09 5/8/09 OFMB m 5/11/09 cn 4/29/09 5/16/09

Legal Sufficiency:

Dr. J. Law 5/11/09
Contracts Development and Control
E Jones 5/11/09

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

Legal Sufficiency: *James C. [Signature]* 5/12/09
Assistant County Attorney

C. Other Department Review:

Department Director

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



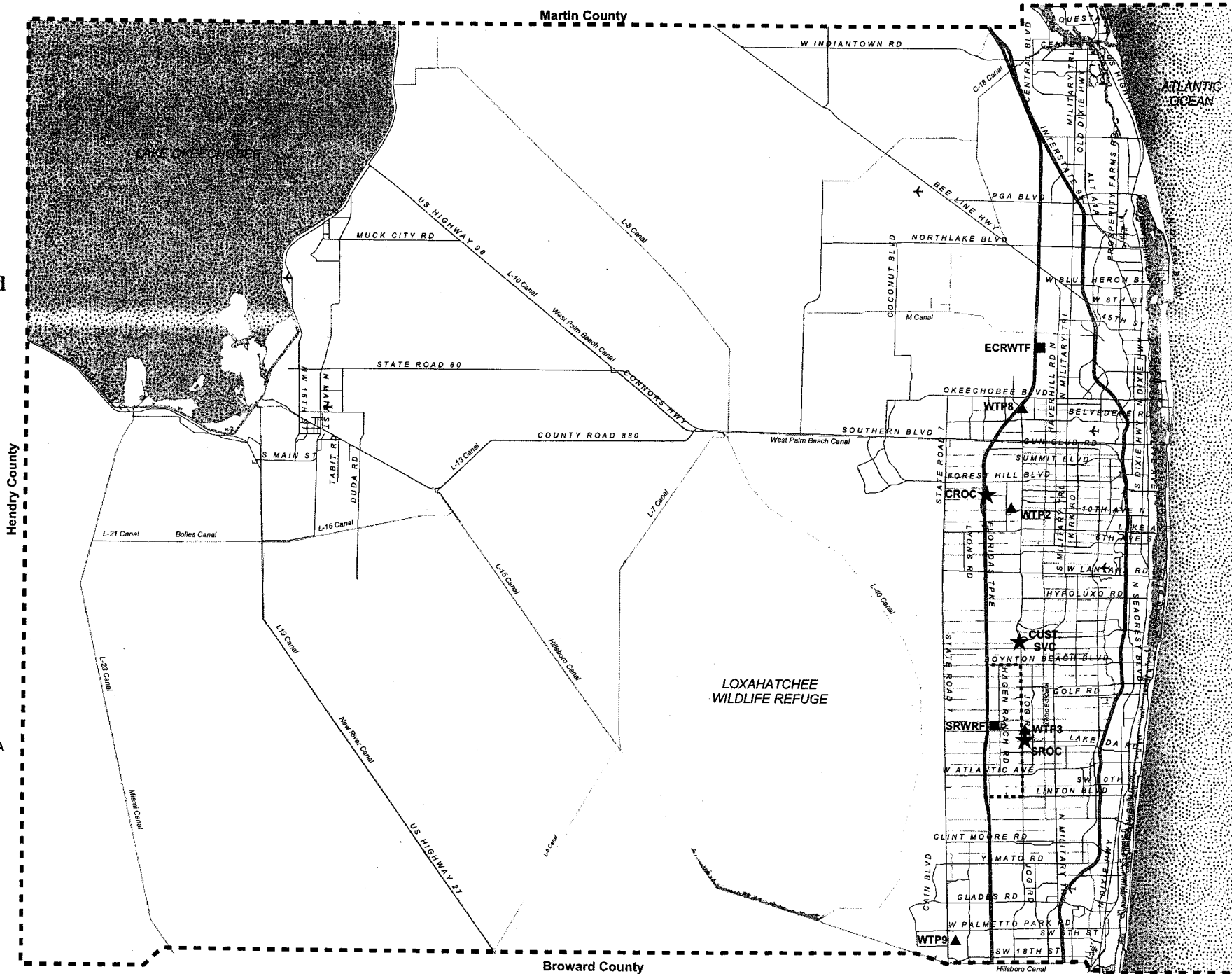
**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Legend

- P.B.C.W.U.D. SA
- MANDATORY RECLAIMED SA
- - - - - COUNTY LIMITS
- ★ Administration
- Water Reclamation Plant
- ▲ Water Treatment Plant
- ① Wetlands



NOT TO SCALE



**INTER-LOCAL AGREEMENT
WITH THE TOWN OF MANGONIA PARK FOR
Master Pump Station No. 1 Emergency Generator**

THIS AGREEMENT is made and entered into this _____ day of _____, 2009, by and between The TOWN OF MANGONIA PARK, a municipal corporation of the State of Florida, hereinafter "TOWN," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY."

WITNESSETH:

WHEREAS, the Master Pump Station No. 1 located at the corner of Dexter Road and 53rd Street, Mangonia Park, Florida, hereinafter "PUMP STATION" was funded by the State of Florida for Hurricane Wilma mitigation, and

WHEREAS, on December 17, 2008 the Palm Beach County Water Utilities Department opened bids for PUMP STATION emergency generator, hereinafter "EMERGENCY GENERATOR" with the low bidder being EAU Gallie Electric, Inc. in the amount of \$74,852.00, and

WHEREAS, the COUNTY Housing and Community Development Department issued funding for the PUMP STATION EMERGENCY GENERATOR in the amount of \$74,852.00; and

WHEREAS, the TOWN wants the COUNTY to assist with installation of the PUMP STATION EMERGENCY GENERATOR utilizing the COUNTY-provided contract with EAU Gallie Electric, Inc., hereinafter "CONTRACTOR"; and

WHEREAS, on April 21, 2009 the TOWN voted to allow the COUNTY to install the PUMP STATION EMERGENCY GENERATOR utilizing CONTRACTOR; and

WHEREAS, the COUNTY and TOWN believe that these efforts serve a public purpose to maintain continuity of wastewater service during electrical power outages; and

WHEREAS, the TOWN will be responsible for the perpetual maintenance of the PUMP STATION EMERGENCY GENERATOR.

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. Prior to the execution of this Agreement, COUNTY shall provide evidence of CONTRACTOR'S insurance naming COUNTY AND TOWN as additional insured for installation of the PUMP STATION EMERGENCY GENERATOR.

3. TOWN agrees to provide access to the work site and to accommodate the CONTRACTOR and their subcontractors for installation of the PUMP STATION EMERGENCY GENERATOR by providing a staging area.

4. In the event a claim or lawsuit is brought against COUNTY, its officers, employees, servants or agents relating to the IMPROVEMENTS or any item which is the responsibility of TOWN, TOWN hereby agrees 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 existence of the IMPROVEMENTS or the performance by TOWN as may relate to this Agreement. TOWN 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. As set forth in Paragraph 21. below, nothing contained herein shall be construed as a waiver by COUNTY, by TOWN or by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

5. This Agreement must be fully-executed by both parties hereto before commencement of the installation of the PUMP STATION EMERGENCY GENERATOR by COUNTY. TOWN must execute this Agreement no later than April 21, 2009, or the installation of the planned IMPROVEMENTS by COUNTY shall be canceled.

6 COUNTY shall require CONTRACTOR engaged by COUNTY for work associated with this Agreement to maintain Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). TOWN shall be included in the coverage as an additional insured.

7. 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 the Agreement.

8 COUNTY may, at COUNTY'S discretion and for the duration of IMPROVEMENTS, install signs within the public property or easement, notifying the public that the IMPROVEMENTS were funded with CDBG dollars.

9. 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.

10. 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

Director, Engineering Division
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413

AS TO TOWN

Town Manager
Town Mangonia Park
1755 East Tiffany Drive
Mangonia Park, FL 33407

11. 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.

12. 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.

13. 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.

14. Each party agrees to abide by all laws, orders, rules and regulations and TOWN will comply with all applicable governmental codes in the maintenance and replacement of the IMPROVEMENTS.

15. 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 COUNTY, by TOWN or by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

16. TOWN 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.

17. Notwithstanding anything to the contrary contained herein, TOWN acknowledges that COUNTY is performing all of the obligations assumed by COUNTY pursuant to this agreement as an accommodation to TOWN, to enable TOWN to comply with the requirements of Consent Order HD-009-08-58. As a result, TOWN waives any and all claims, of any nature, which TOWN has or may in the future have against COUNTY arising, in any manner, out the COUNTY's performance of, or failure to perform, this Agreement. Additionally, TOWN agrees to pursue any and all claims which it has, or may in the future have, arising out of the design or installation of the PUMP STATION EMERGENCY GENERATOR directly against CONTRACTOR. COUNTY shall perform all reasonable acts required to enable TOWN to pursue any claims which it may have against CONTRACTOR.

18. 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.

19. 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.

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

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

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

INTENTIONALLY LEFT BLANK

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

TOWN OF MANGONIA PARK

(TOWN SEAL)

TOWN OF MANGONIA PARK
BY ITS TOWN COUNCIL

ATTEST:

By: 

MAYOR

By: _____

TOWN SECRETARY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

By: _____

JOHN F. KOONS, CHAIRMAN

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: _____

DEPUTY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS:

By: 

DIRECTOR OF UTILITIES