

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: March 9, 2010

Consent Regular
 Workshop Public Hearing

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

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) An Interlocal Agreement with the City of Boca Raton (City) to reimburse \$100,000 for improvements to the Boca Raton Inlet; and
- B) A Budget Transfer of \$100,000 in the Transportation Improvement fund from Reserve for District 4 to City of Boca Raton Inlet Dredging – District 4

SUMMARY: Approval of the Agreement and Budget Transfer will allow Palm Beach County to fund the dredging of the Boca Raton Inlet by the City. This will be the final reimbursement to the City of Boca Raton for the improvement to the Boca Raton Inlet.

District 4 (MRE)

Background and Justification: The District 4 Commissioner wants to provide funds to assist the City of Boca Raton with the cost of dredging the Boca Raton Inlet. The District 4 Commissioner believes this will serve the public's interest.

Attachments:

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

Recommended by: _____
Division Director Date

Approved by: _____
County Engineer Date

S. T. Webb 2/10/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$100,000	-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	\$100,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
 Budget Account Number: _____

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

Transportation Improvement Fund
 Reserve for District 4
 City of Boca Raton Inlet Dredging - Dist 4
 3500-368-1334-8101

C. Departmental Fiscal Review: A. White

III. REVIEW COMMENTS

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

 [Signature]
 OFMB
 2/22/10
 NYC
 2-22-10
 2/18/10

 [Signature]
 Contract Dev. and Control
 2/26/10
 2/24/10

B. Approved as to Form and Legal Sufficiency:

 [Signature]
 Assistant County Attorney
 2/26/10

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.

D

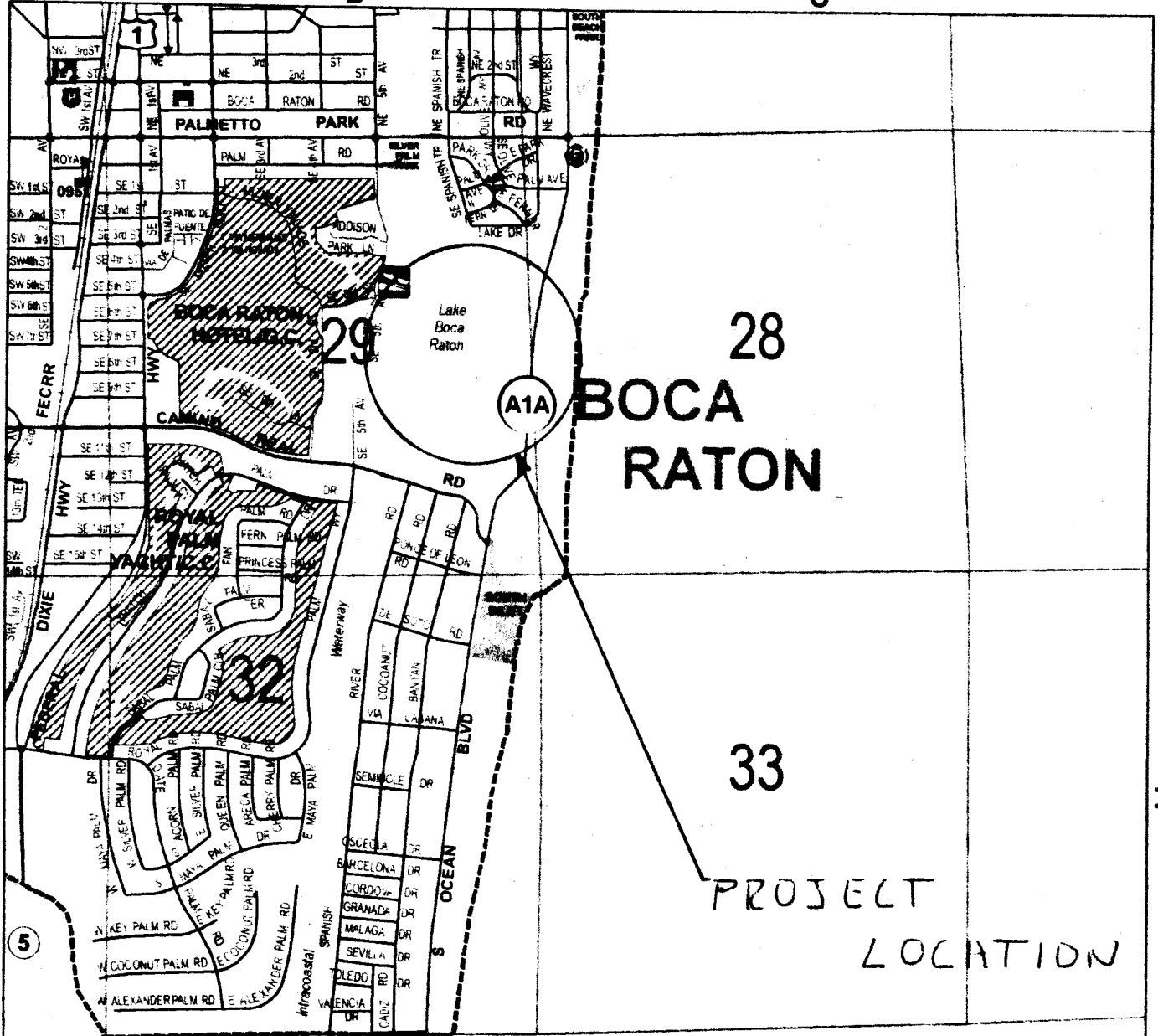
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BOCA RATON

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PROJECT LOCATION

BROWARD COUNTY

D

C

T

SW 10 ST

Owen Miley

From: Kate Scott
Sent: Thursday, October 29, 2009 3:20 PM
To: Owen Miley
Subject: FW: Boca Raton Inlet Maintenance 2009-2010

Owen,
As per your request.

Kate (Freddie) Scott, Administrative Assistant to
Commissioner Steven L. Abrams, District 4
Office: 276-1220; Fax: 279-1297
email: kfscott@pbcgov.org

From: Steven Abrams
Sent: Thursday, October 29, 2009 3:09 PM
To: Kate Scott
Subject: RE: Boca Raton Inlet Maintenance 2009-2010

I so authorize.

-- Commissioner Steven L. Abrams
Palm Beach County Board of County Commissioners
Governmental Center - 12th Floor
301 North Olive Avenue
West Palm Beach, Florida 33401
561-355-2204
Fax - 561-355-4422
sabrams@pbcgov.org

Visit my District 4 webpage!
<http://www.pbcgov.com/countycommissioners/district4/>

From: Kate Scott
Sent: Wednesday, October 28, 2009 9:00 AM
To: Steven Abrams
Subject: FW: Boca Raton Inlet Maintenance 2009-2010

Good morning Steven,
Owen Miley has requested your authorization for the allocation of \$100,000 from District IV – Transportation Improvement Fund, for the dredging of the Boca Raton Inlet for fiscal year 2009-2010. Thank you.

Kate (Freddie) Scott, Administrative Assistant to
Commissioner Steven L. Abrams, District 4
Office: 276-1220; Fax: 279-1297
email: kfscott@pbcgov.org

From: Owen Miley
Sent: Wednesday, October 28, 2009 7:22 AM
To: Bistyga, Jennifer
Cc: Kate Scott
Subject: RE: Boca Raton Inlet Maintenance

I will forward this request on your behalf to Commissioner Abrams office for authorization.

Freddie, please send me an authorization to proceed with this project. This will be the final inlet project.

From: Bistyga, Jennifer [<mailto:jbistyga@ci.boca-raton.fl.us>]
Sent: Tuesday, October 27, 2009 4:07 PM
To: Owen Miley
Subject: RE: Boca Raton Inlet Maintenance

I'm sorry I do forget the steps from last year – how do we go about requesting the written authorization from the commissioner, or is this something that automatically comes up for renewal?

**INTERLOCAL AGREEMENT
CITY OF BOCA RATON
FOR IMPROVEMENTS TO
THE BOCA RATON INLET FY 09/10**

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 CITY OF BOCA RATON**, a municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

WITNESSETH:

WHEREAS, the **CITY** is undertaking the dredging of the Boca Raton Inlet within the **CITY** limits hereinafter referred to as "**IMPROVEMENT**"; and

WHEREAS, the **COUNTY** believes that the **IMPROVEMENT** of the Inlet serves a public purpose in the enhancement of the **CITY** and wishes to support their efforts by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENT** in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**; and

WHEREAS, after completion of the **IMPROVEMENT** the **CITY** shall be responsible for the subsequent maintenance of the Boca Raton Inlet.

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 **IMPROVEMENT** 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 **IMPROVEMENT**, upon the **CITY's** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENT**. 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 **IMPROVEMENT**, 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 **IMPROVEMENT**. 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** agrees to be responsible for the subsequent maintenance of the Inlet following the **IMPROVEMENT**. 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 **IMPROVEMENT**.

9. The **IMPROVEMENT** shall be completed and final invoices submitted to the **COUNTY** no later than January 30, 2011 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.

11. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, **CITY** 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 **CITY** maintains third-party commercial General Liability and Business Auto Liability in lieu of exclusive reliance on self-insurance under Section 768.28, Florida Statutes, **CITY** shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. **CITY** 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 **CITY** 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 **CITY** 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 **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:

- 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 **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, gender identity and expression, 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
2300 North Jog Road Ste. 3E-13
West Palm Beach, Florida 33411

AS TO THE CITY

City of Boca Raton
Mr. Robert DiChristopher
Director of Public Services
201 West Palmetto Park Road
Boca Raton, Florida 33432-3795

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 **IMPROVEMENT**.

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, 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.

CITY OF BOCA RATON

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

By: *Susan Phelchel*
Mayor

By: ~~John F. Keons Chairman~~
BURT ARONSON, CHAIR

ATTEST:

ATTEST:

By: *James Lewis*
Asst. City Clerk

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*
City Attorney

By: _____
Assistant County Attorney

Date: _____

By: DATE: _____

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*

Date: 1/29/10

City of Boca Raton

CITY HALL • 201 WEST PALMETTO PARK ROAD • BOCA RATON, FLORIDA 33432-3705 • PHONE: (561) 393-7700
(FOR HEARING IMPAIRED) TDD: (561) 367-7048
SUNCOM: (561) 922-7700



February 11, 2010

Palm Beach County
c/o Dept. of Engineering and Public Works
2300 N. Jog Road
3E-13
West Palm Beach, FL 33411

Re: Boca Raton Inlet Maintenance

Dear Sirs:

Please be advised that the City of Boca Raton is self-insured for general liability as allowed by Florida Statute 768.28. The City intends to maintain this status indefinitely.

This letter is used in lieu of any certificates of insurance to supply information about the City of Boca Raton's self-insured general liability program. All claims and related questions may be directed to me at the address above.

This letter shall not be deemed a waiver of any of the provisions of Florida Statutes 768.28.

If I can be of any further assistance, please do not hesitate to contact me at (561)393-7970 or FAX (561)393-7768.

Sincerely,

Pam Gardner
Pam Gardner
Risk Manager



— AN EQUAL OPPORTUNITY EMPLOYER —

100/100

BOCA RATON RISK MGMT

02/17/2010 13:54 FAX 5613937788

**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	_____	_____	_____
TOTAL PROJECT COSTS	_____	_____	_____

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**

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

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

BGEX 012510-750

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/25/10	REMAINING BALANCE
<u>CITY OF BOCA RATON INLET DREDGING - DIST 4</u>								
3500-368-1334-8101	Contributions Othr Govtl Agency	0	0	100,000	0	100,000	0	100,000
<u>RESERVE FOR DISTRICT 4</u>								
3500-368-9114-9907	Res-Future Construction	114,000	100,000	<u>0</u>	<u>100,000</u>	0		
				100,000	100,000			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>03/09/10</u>
Engineering & Public Works	<u><i>atwillhite</i></u>	<u>1/24/10</u>	
Administration / Budget Approval	_____	_____	_____
OFMB Department - Posted	_____	_____	Deputy Clerk to the Board of County Commissioners