

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 8, 2010

☒ **Consent**
☐ **Ordinance**

☐ **Regular**
☐ **Public Hearing**

Department:

Submitted By: Engineering & Public Works
Submitted For: Road and Bridge Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Town of Jupiter (Town) to provide for mowing of the following road rights-of-way; Military Trail from Frederick Small Road to Indiantown Road; Center Street from S.R.811 to Indiantown Road; Central Boulevard from Indiantown Road to Indian Creek Parkway and Indian Creek Parkway from Central Boulevard to Military Trail (Roads).

SUMMARY: Approval of this Agreement will provide for the mowing of the Roads' rights-of-way that Palm Beach County (County) is responsible for maintaining. The County will pay the Town an amount not to exceed \$6,600 per year for actual mowing time provided. This Agreement shall include any costs incurred from April 3, 2010 through June 8, 2010 related to the mowing of such road rights-of-way, and good for one year with the option of five one year renewals by written notification. The Town has been providing the mowing maintenance of these Roads since 1990.

District 1 (MRE)

Background and Justification Issues: The Town will provide the mowing maintenance of the Roads no less than 8 times per year with the County reimbursing for the maintenance in an amount not to exceed \$6,600 annually.

Attachments:

1. Location Sketch(es)
2. Interlocal Agreements (3) with Exhibit "A" and Exhibit "B"

Recommended By:


Division Director

Date

5/5/10 

Approved By:


County Engineer

Date

5/19/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>\$3,300</u>	<u>\$6,600</u>	<u>\$6,600</u>	<u>\$6,600</u>	<u>\$6,600</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>\$3,300</u>	<u>\$6,600</u>	<u>\$6,600</u>	<u>\$6,600</u>	<u>\$6,600</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No ____
Budget Acct No.: Fund 1201 Dept. 360 Unit 2230 Object 3401
Program

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

County Transportation Trust Fund
Road Maintenance
Contractual Services

Funding is currently included in the FY 2010 budget. Funding in future years is subject to budget approval.

C. Departmental Fiscal Review: Shirley White

III. REVIEW COMMENTS

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

N. H. Ryan 5/25/10
OFMB Mgr 5-24-10
5/28/10

Dr. J. Lawrence 5/25/10
Contract Dev. and Control

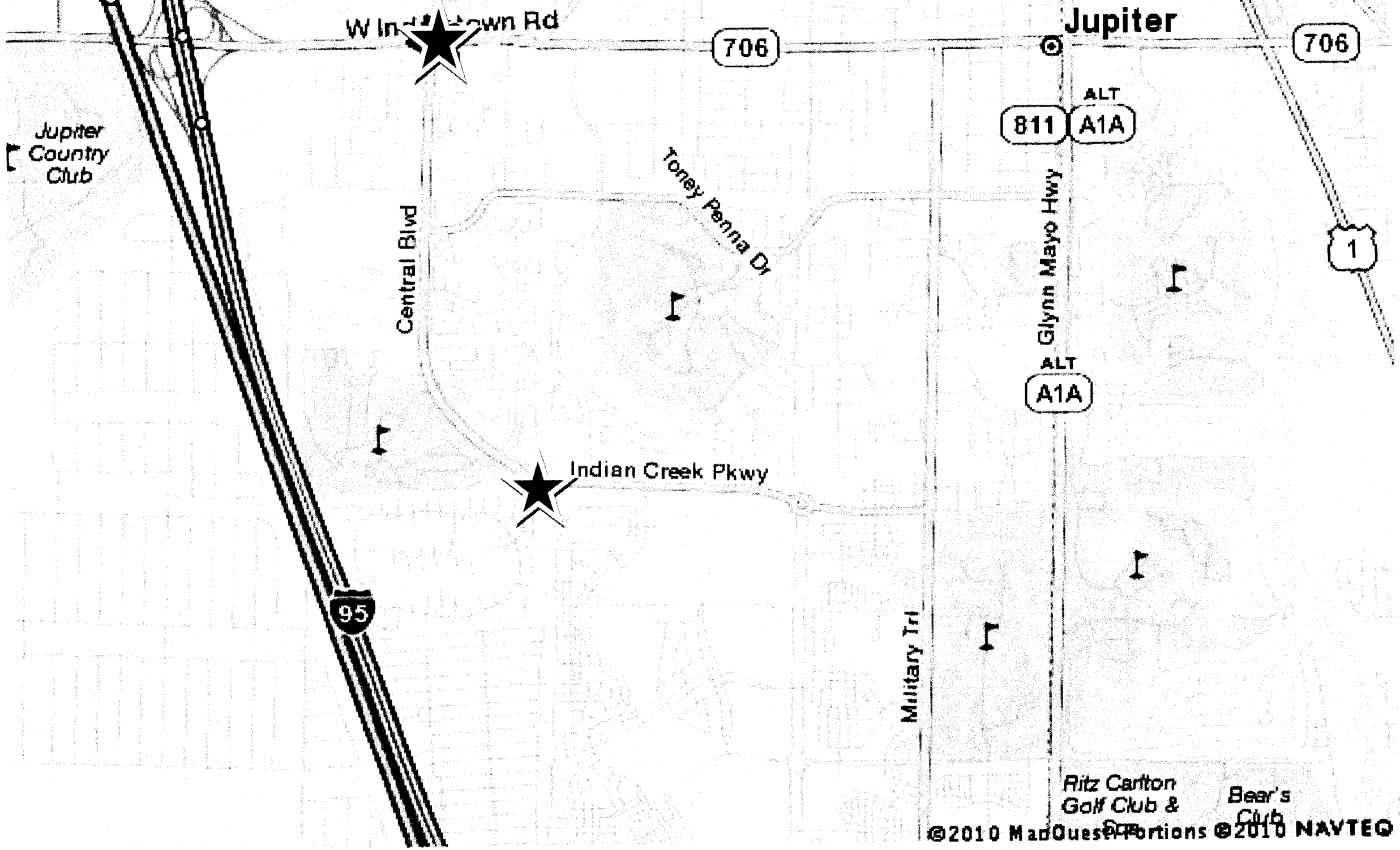
B. Approved as to Form and Legal Sufficiency:

Monica R. Pitts 6/1/10
Assistant County Attorney

C. Other Department Review:

Department Director

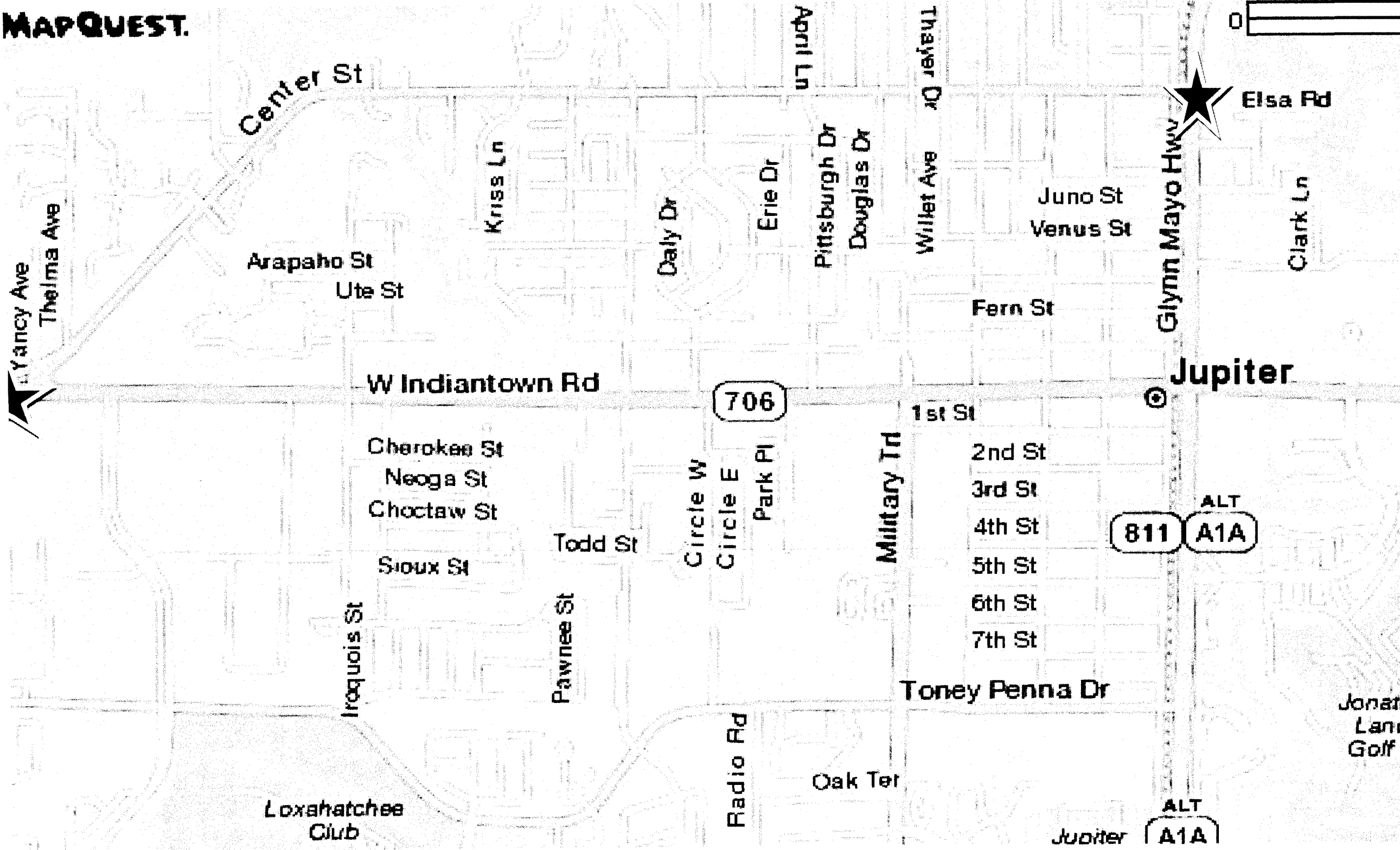
This summary is not to be used as a basis for payment.



Ritz Carlton
Golf Club &
Spa

Bear's
Club

MAPQUEST.



706

811

© 2010 Google

Central Blvd

Millway Rd

Old Dix Hwy

FREDERICK SMALL RD.

Google

**INTERLOCAL AGREEMENT
BETWEEN THE TOWN OF JUPITER AND PALM BEACH COUNTY
FOR
MOWING OF ROAD RIGHTS-OF-WAY LOCATED
WITHIN THE TOWN OF JUPITER**

THIS AGREEMENT is made and entered into this ____ day of _____, 2010, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", and the **TOWN OF JUPITER**, a municipal corporation of the State of Florida, hereinafter referred to as the "**TOWN**".

W I T N E S S E T H:

WHEREAS, pursuant to Section 125.01(1)(p) and Chapter 163, Florida Statutes, the COUNTY is authorized to enter into agreements with other governmental units; and

WHEREAS, the COUNTY has maintenance responsibility for certain road rights-of-way located within the boundaries of the TOWN; and

WHEREAS, the TOWN has agreed to provide for the mowing of those road rights-of-way; and

WHEREAS, the COUNTY and TOWN wish to enter into an Agreement setting forth the terms and conditions under which the TOWN will provide mowing services and receive compensation from the COUNTY for same.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto covenant and agree as follows:

1. RECITALS

The above recitals are true and correct and are incorporated herein.

2. SERVICES AND PAYMENT

A. The TOWN shall at a minimum, mow the roads set forth in Exhibit "A", attached hereto and incorporated herein no less than eight (8) times during the term of this Agreement in accordance with all laws, orders, rules and

regulations and TOWN further agrees to comply with all applicable governmental codes in performing obligations under this Agreement.

B. COUNTY shall pay the TOWN on a yearly basis an amount not to exceed Six Thousand Six Hundred Dollars (\$6,600.00) for the mowing of the road rights-of-way set forth in Exhibit "A". This amount shall include any costs incurred from April 3, 2010 through June 8, 2010 relating to the mowing of such road rights-of-way, including but not limited to, equipment, labor, fuel, and maintenance of the equipment.

C. The Parties agree that the TOWN shall invoice the COUNTY on a quarterly basis in four equal installments of One Thousand Six Hundred Fifty Dollars (\$1,650.00) for mowing work satisfactorily performed by the TOWN under this Agreement in an amount not to exceed Six Thousand Six Hundred Dollars (\$6,600.00).

D. COUNTY agrees to pay the TOWN on a quarterly basis for all work satisfactorily performed under this Agreement, including any work performed prior to the execution of this Agreement, but only during the period from April 3, 2010 through June 8, 2010. All invoices shall be submitted to the COUNTY with sufficient clarity to enable the Palm Beach County Clerk & Comptroller to perform her pre-audit functions and accompanied by a Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "B" (pages 1 and 2) which are required for each and every reimbursement requested by the TOWN. Said information shall list each invoice paid by the TOWN and shall include the vendor invoice number, invoice date, and the amount

paid by the TOWN. TOWN shall attach a copy of each paid vendor invoice along with a copy of the respective check and shall make reference to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the Program Financial Officer for TOWN shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by TOWN as indicated.

3. INDEPENDENT CONTRACTOR

Neither Party is an agent or servant of the other. No person employed by any Party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other Party, nor shall an employee claim any right in or entitlement to any pension, workers compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

4. CONTRACTOR REQUIREMENT

TOWN shall require each contractor engaged by TOWN for work associated with this Agreement to indemnify, defend and hold harmless the COUNTY, its Board of County Commissioners, officers, employees, servants and agents from any claims, liabilities, causes of action, and judgments of any type whatsoever, arising out of or relating to the negligent act, omission of the contractor, its officers, employees, servants and agents relating to the obligations specified in the Agreement. TOWN also agrees to require each contractor engaged by the TOWN 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 FIVE HUNDRED
THOUSAND AND 00/100 DOLLARS (\$500,000.00).
COUNTY shall be included in the coverage as an
additional insured; and

5. INDEMNIFICATION

The TOWN and the COUNTY acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damages to property caused by negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office of employment. The COUNTY and the TOWN agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The TOWN and COUNTY acknowledge that the foregoing shall not constitute an agreement by either Party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the Parties may have under such statute, nor as a consent to be sued by third parties.

6. INSURANCE

The TOWN and COUNTY agree to maintain insurance coverage or to be self-insured for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

7. ANNUAL APPROPRIATION

TOWN and COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual budgetary

appropriation by its respective governing body for subsequent fiscal years.

8. EQUAL OPPORTUNITY PROVISION

The COUNTY and the TOWN agree that no person shall, on the grounds of race, color, sex, sexual orientation, ancestry, national origin, disability or religion, gender identity and expression, and familial status be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The TOWN will ensure that all contracts which are executed pursuant to the terms of this Agreement contain a similar non-discrimination and equal opportunity clause governing the contractor's activities.

9. MAINTENANCE OF RECORDS

TOWN shall maintain adequate records to justify all expenses and costs incurred in performing the work for at least three (3) years after termination of this Agreement. COUNTY shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

10. REMEDIES

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 such 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 hereunder shall preclude any other or further exercise thereof.

11. TERMS OF AGREEMENT

The effective date of this Agreement shall be the date of full execution by both Parties set forth above and shall continue in full force and effect for one (1) year unless terminated pursuant to Section 12 below. This Agreement may be renewed for additional one year periods upon written notification to the TOWN from the County Engineer or his designee for no more than five (5) one year renewals unless terminated by either Party pursuant to Section 12 of this Agreement.

12. TERMINATION OF AGREEMENT

This Agreement may be terminated by either Party upon thirty (30) days advance written notice to the other.

13. NOTICES

All written notices sent pursuant to this Agreement shall be sent by U.S. mail to the Parties at the addresses set forth below:

As to the COUNTY:

Michael Bowman, Director
Road and Bridge Division
2555 Vista Parkway, 3E
West Palm Beach, Fl. 33411
(561) 233-3950

As to the TOWN:

Director of Engineering & Public Works
Town of Jupiter
210 Military Trail
Jupiter, Fl. 33458
(561) 746-5134

14. COMPLETE AGREEMENT

There are no representations, agreements or understandings, oral or written, between the Parties relating to the subject matter of this Agreement which are not fully expressed in this Agreement.

15. MODIFICATION OF AGREEMENT

This Agreement may be amended or modified only by written amendment or addendum, signed by the Parties and

authorized by their respective elected officials. The Parties further agree that the provisions of this Section may not be waived except as herein set forth.

16. Convicted Vendors' List

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, TOWN certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendors' 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).

17. Notices of Accidents, Injuries and Suits

A. In the event of an accident or injury related to or arising out of the performance of this Agreement, the TOWN agrees to immediately notify its insurer and the COUNTY of such accident or injury. Upon the request of the COUNTY, the TOWN will provide all information relative to the accident or injury.

B. TOWN agrees to fully cooperate with the COUNTY, and their respective officers, employees, servants or contractors, in any investigation that may be conducted and the defense of any claim or suit in which the COUNTY may be named.

18. Enforcement Costs

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.

19. Default

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.

20. Joint Preparation

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.

21. Assignment

Neither this Agreement nor any interest therein shall be assigned, transferred or otherwise encumbered, in whole or in part, by the TOWN without the prior written consent of the COUNTY.

22. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof is held 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.

23. Waiver

No waiver of any provisions of the Agreement shall be effective unless it is in writing, signed by the Party against who it is asserted, and any such written waiver shall only be applicable to the specific instance to which

it relates and shall not be deemed a continuing or future waiver.

24. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

25. Survivability

Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement, shall survive its expiration or earlier termination.

26. Filing

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

27. Benefitting Parties

This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

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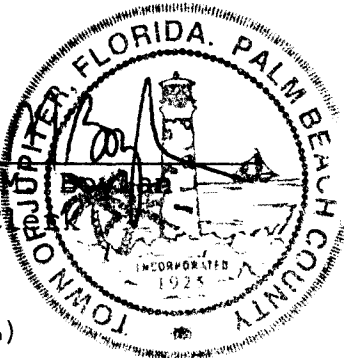
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their respective officials thereto duly authorized on the date and year first above written.

ATTEST:

THE TOWN OF JUPITER

By: _____

Sally
Town Clerk



(TOWN SEAL)

By: _____

Karen J. Golonka, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

Thomas J. Baird
Town Attorney

ATTEST:

Sharon R. Bock,
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Asst. County Attorney

By: _____

Michael A. Greene

EXHIBIT "A"

ROADS TO BE MOWED

- Military Trail from Frederick Small Road to Indiantown Road
- Center Street from S.R.811 to Indiantown Road
- Central Boulevard from Indiantown Road to Indian Creek Parkway
- Indian Creek Parkway from Central Boulevard to Military Trail

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

Exhibit B

(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