

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 5, 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: An Inter-Local Agreement with The Town of Lake Park (Town) to establish the reimbursement maintenance end date to December 31, 2029 for street lighting along Silver Beach Road from Congress Avenue to Avenue 'S'.

SUMMARY: Approval of this Agreement will reimburse the Town for the operation and maintenance of the street lighting improvements in an amount to not exceed \$51,277 from October 1, 2009 thru September 30, 2029, allowing three months for the processing of the final invoices.

District 7 (MRE)

Background and Justification: The original Agreement R2007-2154, for street lighting on Silver Beach Road to reimburse the Town in an amount not to exceed \$58,000 was approved on December 4, 2007 and expired on November 30, 2009. Due to the expiration of the original Agreement, the Town and Palm Beach County (County) agree that a new Agreement is required to allow more time for submittal of maintenance and operation invoices. The Town had completed the design and installation of the street lights prior to the expiration of the original Agreement and was reimbursed for that work. This new Agreement shall allow the County to reimburse the Town for the operational and maintenance of the street lighting for a period of up to 20 years with an end date of December 31, 2029.

Attachments:

1. Location Map
 2. Agreement w/ Exhibit 'A' (2)
 3. Original Agreement R2007-2154
-

Recommended by: _____

Division Director	Date
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Approved by: *A. J. Webb* 9/15/10

County Engineer	Date
-----------------	------

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
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-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

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. The amendment to the agreement only extends the time period of the contract.

C. Departmental Fiscal Review: Shullhite

III. REVIEW COMMENTS

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

[Signature]
 OFMB NYC 9-16-09 / 11/10
 2/1/10

[Signature] 9/20/10
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

[Signature] 9/20/10
 Assistant County Attorney

This Contract complies with our contract review requirements.

The effective date is retroactive to substitute for R2007-254.

C. Other Department Review:

 Department Director

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

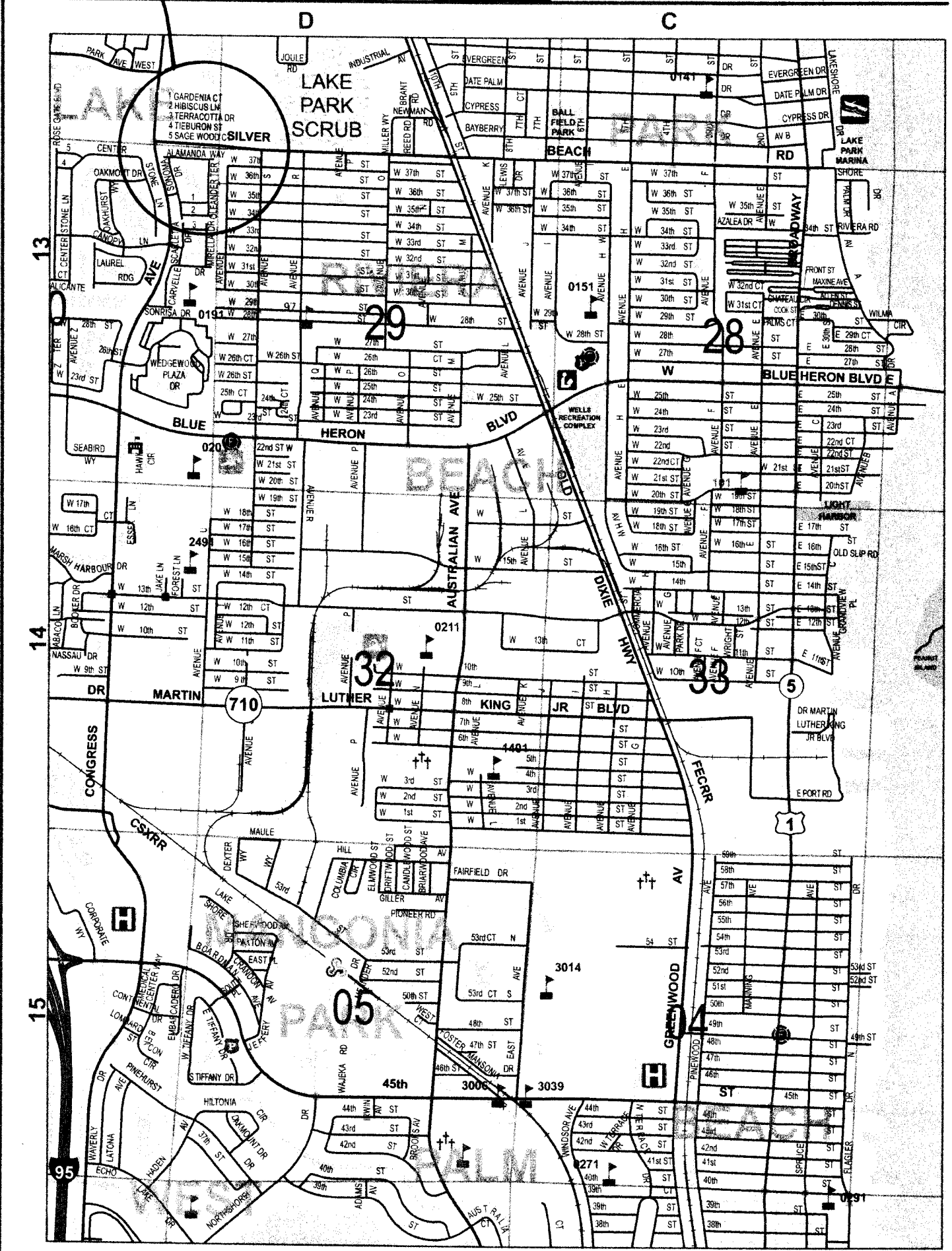
Silver Beach RD from Congress Ave to Ave J

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R 43

See pg 35

R 43



T 42

T 42

T 43

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D

See pg 59

C

**REIMBURSEMENT AGREEMENT
THE TOWN OF LAKE PARK STREET LIGHTING
SILVER BEACH ROAD FROM CONGRESS AVENUE TO AVENUE 'S'**

THIS REIMBURSEMENT 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 LAKE PARK**, a municipal corporation of the State of Florida hereinafter referred to as "**TOWN**"

WITNESSETH:

WHEREAS, on December 4, 2007, the **TOWN** and **COUNTY** entered into Reimbursement Agreement R2007-2154 to provide funding to the **TOWN** for the design, operation and maintenance of street lighting along Silver Beach Road from Congress Avenue to Avenue "S" in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000)**; and

WHEREAS, Reimbursement Agreement R2007-2154 expired on November 30, 2009, after which the **TOWN** requested that the expiration date be extended, to allow more time for the submittal of invoices for operation and maintenance; and

WHEREAS, the **TOWN** and **COUNTY** agree that due to the expiration of Reimbursement Agreement R2007-2154, a new agreement is required in order to allow more time for the submittal of invoices for operation and maintenance; and

WHEREAS, the **TOWN** has completed the design of the street lighting along Silver Beach Road from Congress Avenue to Avenue "S" hereafter referred to as "**IMPROVEMENTS**" prior to the November 30, 2009 expiration date; and

WHEREAS, the **COUNTY** reimbursed the **TOWN** for **IMPROVEMENTS** as agreed to in Reimbursement Agreement R2007-2154 in the amount of **SIX THOUSAND SEVEN HUNDRED TWENTY THREE DOLLARS (\$6,723)**; and

WHEREAS, the **TOWN** at its sole cost contracted with Florida Power and Light Company for the installation of ten new poles with luminaries in the south right of way of Silver Beach Road from Avenue "S" to Congress Avenue; and

WHEREAS, the **TOWN** shall be solely responsible for obtaining contractors for operation and maintenance of street lighting along Silver Beach Road from Congress Avenue to Avenue "S" hereinafter referred to as "**MAINTENANCE**"; and

WHEREAS, the **COUNTY** will reimburse the **TOWN** for **MAINTENANCE** which commenced on October 1, 2009 in an amount not to exceed the remaining **FIFTY ONE THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS (\$51,277)** from

Reimbursement Agreement R2007-2154 for documented **MAINTENANCE** costs over a maximum period of 20 years or until the **FIFTY ONE THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS (\$51,277)** is exhausted, whichever occurs first; and

WHEREAS, those **MAINTENANCE** costs incurred by the **TOWN** beginning October 1, 2009 shall be eligible for reimbursement by the **COUNTY** pursuant to the terms and conditions hereof; and

WHEREAS, the **COUNTY** believes the **MAINTENANCE** serve a public purpose by enhancing the visibility and safety of the **TOWN** and wishes to support it by providing reimbursement funding for all documented costs up to the agreed maximum.

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 documented **MAINTENANCE** costs beginning October 1, 2009, for a maximum period of 20 years or up to an amount not to exceed **FIFTY ONE THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS (\$51,277)** whichever occurs first, hereinafter referred to as "MAINTENANCE PERIOD."
3. The **COUNTY** agrees to reimburse the **TOWN** amounts established in paragraph 2, for costs associated with the **MAINTENANCE**, upon the **TOWN's** submission of acceptable documentation needed to substantiate its costs for the **MAINTENANCE**. 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 **MAINTENANCE** invoices shall be submitted by the end of each year during the **MAINTENANCE PERIOD**. **COUNTY** shall have no obligation to the **TOWN** or any other entity or person for any cost incurred thereafter. Any remaining funds shall be retained by the **COUNTY**. If the **TOWN** fails to submit the final invoice for **MAINTENANCE** by December 31, 2029, or by December 31 of the year in which the **FIFTY ONE THOUSAND TWO HUNDRED SEVENTY SEVEN DOLLARS (\$51,277)** is exhausted, this Agreement will automatically terminate and the **COUNTY** shall have no further funding obligation for the **MAINTENANCE**. The **COUNTY's** obligation is limited to providing funds for **MAINTENANCE** and the **COUNTY** shall have no obligation for any other cost incurred by the **TOWN** or any other person or entity.

5. The **TOWN** will obtain or provide all labor and materials necessary for the **MAINTENANCE**. The **TOWN** 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 **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.

6. The **TOWN** agrees to assume all responsibility for contract preparation and contract administration necessary for the **MAINTENANCE** including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations. The **TOWN** 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 **MAINTENANCE**.

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** following **MAINTENANCE PERIOD** agreed to herein with the **COUNTY**.

9. 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.

10. Without waiving the right to sovereign immunity as provided by Florida Statute 768.28, the **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 the **TOWN** maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Florida Statute 768.28, the **TOWN** shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The **TOWN** agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440. When requested, the **TOWN** shall agree to provide 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 coverage. Compliance with the foregoing requirements shall not relieve the **TOWN** of its liability and obligations under this Reimbursement Agreement.

11. As provided in Florida Statute 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 Florida Statute 287.133(3)(a).

12. The **TOWN** shall require each contractor engaged by the **TOWN** for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statute Chapter 440 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; and
- c. A payment and performance bond for the total amount of the **MAINTENANCE** in accordance with Florida Statute 255.05.

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

14. **COUNTY** may terminate this Reimbursement Agreement upon written notice to **TOWN** for non-compliance by **TOWN** in the performance of any of the terms and conditions as set forth herein and where **TOWN** does not cure said non-compliance within ninety (90) days of receipt of written notice from **COUNTY** to do so. Further, if **TOWN** does not cure said non-compliance within the time frame specified above, then upon written notice, **COUNTY** may require **TOWN** to reimburse any funds provided to **TOWN** pursuant to this Reimbursement Agreement either in whole or in part once **COUNTY** has reasonably determined that no other remedy is available.

15. The **TOWN** agrees that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, handicap, gender identity and expression be discriminated against in performance of this Agreement. Any contract entered into by the **TOWN** for work associated with this Agreement will include the above language.

16. 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.

17. A Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049 which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving full and unrestricted access to records. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud.

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

The Town of Lake Park
Mr. Patrick Sullivan
Community Development Director
535 Park Avenue
Lake Park, Florida 33403

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** shall comply with all applicable governmental codes during the **MAINTENANCE PERIOD**.

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 either 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.

INTENTIONLY LEFT BLANK

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

THE TOWN OF LAKE PARK

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

By: *Don DeBais*
Mayor

By: _____
Burt Aaronson, Chair

ATTEST:



ATTEST:

SHARON R. BOCK, CLERK

By: *Vin M. Lundy*
TOWN Clerk

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*
TOWN Attorney

By: _____
Assistant County Attorney

Date: August 4, 2010

Date: _____

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*

Date: 8/23/10

**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

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$58,000</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>\$58,000</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
Silver Beach Rd Street Lighting-Dist 7

C. Departmental Fiscal Review: R. D. Ward 10/16/07

III. REVIEW COMMENTS

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

James Bond 11-15-07
OFMB
(Handwritten notes: 11/15/07, SW, 11/14/07, CW, 11/14/07)

Alan J. Jacob 11/16/07
Contract Dev. and Control
(Handwritten note: 11/16/07)

B. Approved as to Form and Legal Sufficiency:

Marlene R. Scott
Assistant County Attorney

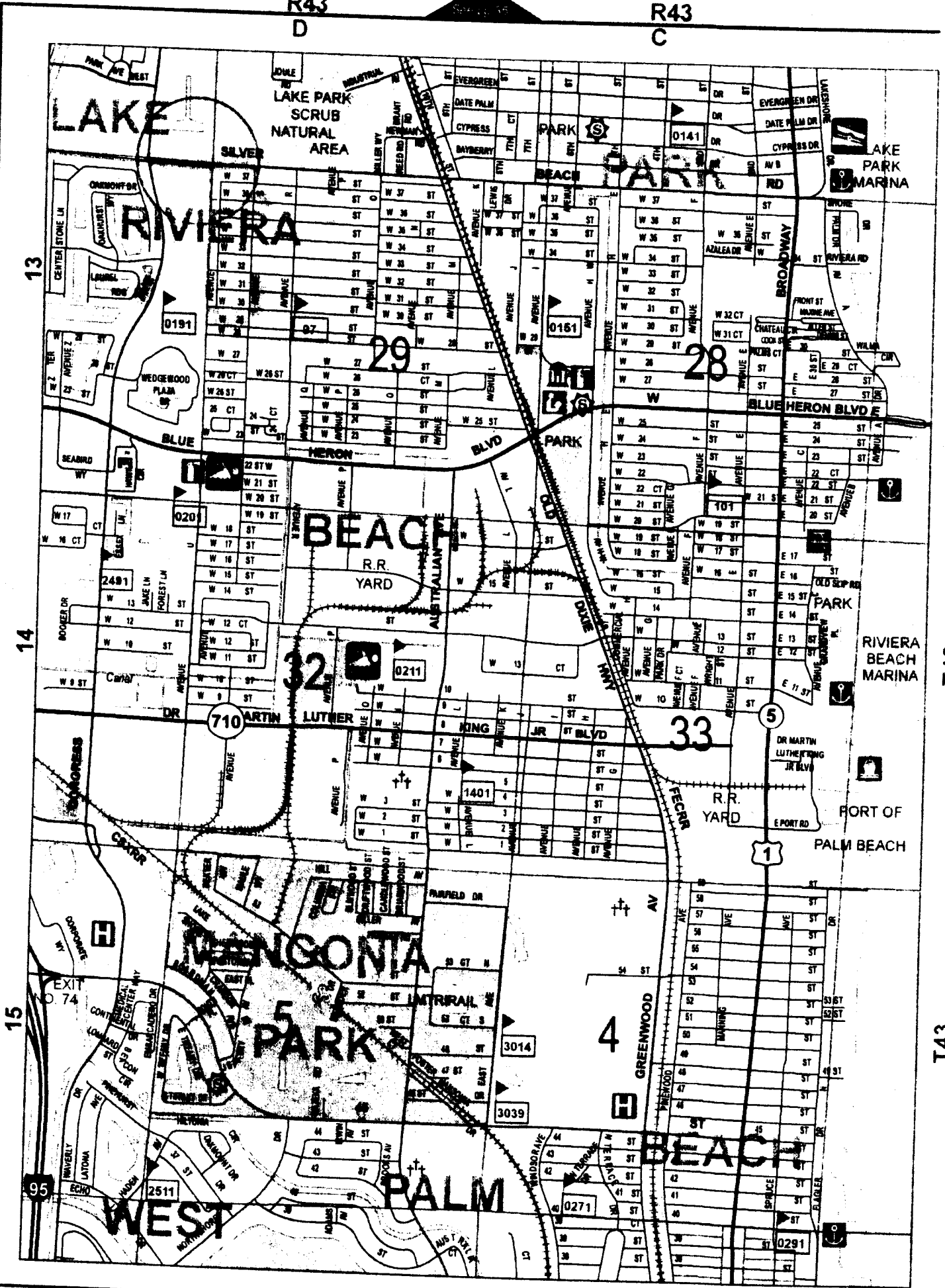
This Contract complies with our contract review requirements

C. Other Department Review:

Department Director

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

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T43

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C

See pg. 57

ATTACHMENT 2

From: Addie Greene
To: Owen Miley
Date: 7/30/2007 4:38:01 PM
Subject: Re: Fwd: Silver Beach Street Lighting

Mr. Miley:

This email is to authorize the cost of street lights for Silver Beach Road not to exceed \$58,000.00.

Thanks,

Commissioner Addie L. Greene

District 7

>>> Shirley Meeks 7/30/2007 4:12 PM >>>

>>> Owen Miley 7/30/2007 2:47 PM >>>

I need a written authorization from your office for \$58,000 for street lights.

Owen Miley
Special Projects Coordinator
Office of the County Engineer
561.684.4018
561.684.4167 (fax)

CC: smEEKS@co.-beach.fl.us

2008 0195

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

FUND Transportation Improvement

BGEX 100907-1356

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/09/07	REMAINING BALANCE
SILVER BEACH RD ST LIGHTING - DIST 7								
3500-368-1263-8101	Contributions Othr Govtl Agency	0	0	58,000	0	58,000	0	58,000
RESERVE FOR DISTRICT 7								
3500-368-9117-9907	Res-Future Construction	3,797,960	3,524,782	0	58,000	3,524,782		3,524,782
				58,000	58,000			

Engineering & Public Works
Administration / Budget Approval
OFMB Department - Posted

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 12/04/07

R. Wood
[Signature]

10/9/07
11-15-07

Nancy Powell

Deputy Clerk to the
Board of County Commissioners

Handwritten notes:
11-15-07
Sd 1/14/08

ATTACHMENT 4

**REIMBURSEMENT AGREEMENT
WITH PALM BEACH COUNTY AND
THE TOWN OF LAKE PARK
FOR THE INSTALLATION OF STREET LIGHTING
ON SILVER BEACH ROAD FROM AVENUE 'S' TO CONGRESS AVENUE**

R2007-2154

THIS REIMBURSEMENT AGREEMENT is made and entered into this _____ day of ~~DEC 04 2007~~ by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **THE TOWN OF LAKE PARK**, a municipal corporation of the State of Florida hereinafter referred to as "**TOWN**"

WITNESSETH:

WHEREAS, the **TOWN** is undertaking the installation of street lighting along Silver Beach Road within the **TOWN** limits hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **IMPROVEMENTS** include the design, installation, operation, and maintenance of street lighting within the **TOWN** limits; and

WHEREAS, the **COUNTY** believes that the **IMPROVEMENTS** to this street serve a public purpose in the enhancement and safety of the **TOWN** and wishes to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000)** and

WHEREAS, after the installation of the **IMPROVEMENTS**, the **TOWN** will be responsible for 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 documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000)**.
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 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** agrees to assume 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** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **TOWN** 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 **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** 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 **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than November 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.

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. The **TOWN** 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 **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. 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 **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 CITY

The Town of Lake Park
Mr. Patrick Sullivan
Community Development Director
535 Park Avenue
Lake Park, Florida 33403

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.

REMAINDER OF PAGE LEFT BLANK

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

R2007.2154
DEC 04 2007

THE TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA, BY IT'S
BOARD OF COUNTY COMMISSIONERS

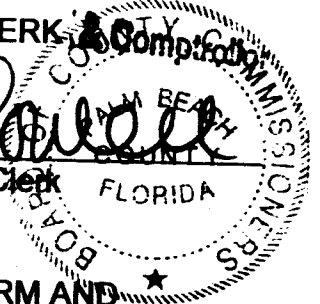
By: *Paul White*
Mayor

By: *Addie L. Greene*
Addie L. Greene Chair

ATTN:  TOWN OF LAKE PARK
SEAL

ATTEST:

By: *Vivian Mendez*
City Clerk

SHARON R. BOCK, CLERK  SHARON R. BOCK
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
City Attorney

By: *Marlene R. [Signature]*
Assistant County Attorney

Date: 5/12/2007

By: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*

Date: 10/26/07

**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.

Administrator/Date

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.

Financial Officer/Date