Agenda Item #: 3-C-9 PALM BEACH COUNTY OF COUNTY COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: Dec	ember 21, 2010	[x]	Consent Workshop	[]	Regular Public Hearing
Submitted By: Submitted For:	Engineering and County Engineer	Publi	c Works		
	<u>I.EX</u>	(ECU	ΓIVE BRIEF		
on September 23, 2 the Transportation	2008 to reimburse t	he Cit	n the City of D ty an amount n	elray Book to ex	n amendment to the each (City) approved ceed \$100,000 from installation of streets Avenue – District 7.
SUMMARY: Approvextend the completi to December 31, 20		d Rei tion of	mbursement A f the street ligh	greeme ts from	ent with the City will December 31, 2010
District 7 (MRE)					
2010, which does not City wishes to ame	ot allow sufficient ting of allow sufficient ting and the September the completion do	ne to (complete the in 2008 Reimburs	ie NW { nproven sement	lighting installation 5th Avenue in August nents. Therefore, the Agreement R2008- 0 to December 31, c's best interest
Attachments: 1. Location Map 2. Amendment 3. Agreement w/Exhi					
Recommended by	& Hall	<i>CO</i> vision	CUOCL n Director		/2/2/10 Date
Approved by:	S, I. h	Jebl Dunty	, Engineer		12/6/10

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2011 \$100,000 0- -0- -0- \$100,000	2012 -0- -0- -0- -0- -0- -0-	2013 -0- -0- -0- -0- -0- -0-	2014 -0- -0- -0- -0- -0-	2015 -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget Acct No.: Fund 3500 Progr	Dept	Yes <u>X</u> 368 Unit	1289 C	No <u>.</u> bject <u>81</u> 0	<u>)1</u>

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

Transportation Improvement Fund District Improvement Program
MLK Blvd/NW 4th Ave to NW 5th Ave - Dist 7

Funding is available and encumbered to the City of Delray.

C.	Departmental Fiscal Review:	. Sporthite	
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III. REVIEW COMMENTS

A.	OFMB Fiscal	and/or Contract Dev. and Control Comment	ts:
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When ialeloop	And Jana 12,91,10
OFMB Sign	Contract Dev. and Control 6. Jones 12/9/10
3. Approved as to Form	This amendment complies with

and Legal Sufficiency:

C. Other Department Review:

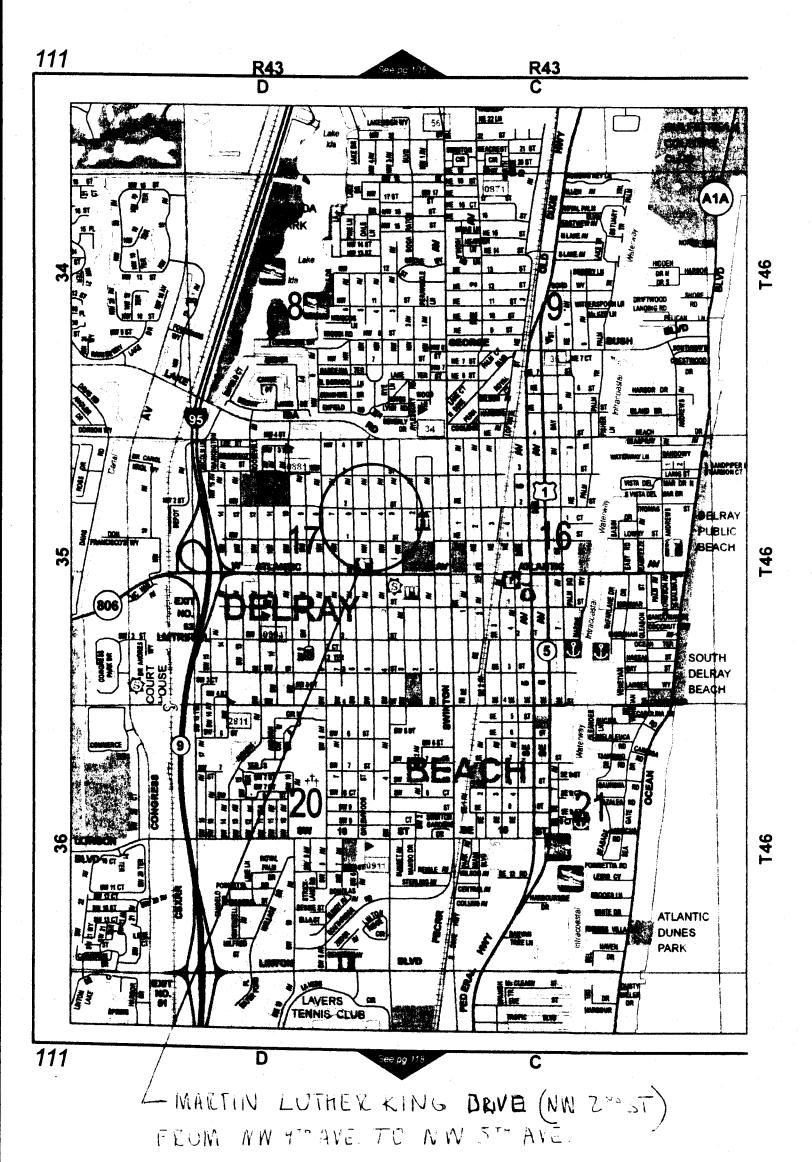
our review requirements.

This paraduent is a time extension which does not require a old Hard Fonding.

Department Director

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

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Attachment 1.

AMENDMENT TO THE INTERLOCAL AGREEMENT DATED SEPTEMBER 23, 2008, WITH THE CITY OF DELRAY BEACH FOR DECORATIVE STREET LIGHTS ON MARTIN LUTHER KING JR DRIVE/ NW 2nd STREET FROM NW 4th AVENUE TO NW 5thAVENUE

THIS AMENDMENT is made to the INTERLOCAL AGREEMENT (R2008-1599) entered into September 23, 2008, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and THE CITY OF DELRAY BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY".

WITNESSETH:

WHEREAS, on September 23, 2008, the COUNTY and the CITY entered into Interlocal Agreement R2008-1599 to provide funds to the CITY for undertaking the installation of decorative street lights along Martin Luther King Jr. Drive/NW 2nd Street from NW 4th Avenue to NW 5th Avenue, within the CITY limits, hereinafter referred to as "IMPROVEMENTS"; and

WHEREAS, the COUNTY believes that the IMPROVEMENTS serve a public purpose by providing enhanced lighting of the CITY and wishes to support the project with funding for the documented costs of the IMPROVEMENTS in an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); and

WHEREAS, Interlocal Agreement R2008-1599 of September 23, 2008, provided for a completion date for the IMPROVEMENTS of December 31, 2010; and

WHEREAS, the completion date of the IMPROVEMENTS is delayed due to the street lighting contract being awarded August 18, 2010, and the notice to proceed start date of September 18, 2010, not allowing sufficient time for completion; and

WHEREAS, the COUNTY and CITY agree this Amendment shall relate back to the September 23, 2008 Agreement and shall continue without interruption or lapse, with its term extended to December 31, 2011.

NOW, THEREFORE, in consideration of mutual covenants, promises, and agreements herein contained, the parties agree as follows:

The Inter-local Agreement dated September 23, 2008, by and between the COUNTY and CITY is hereby amended to revise paragraph 9 and add paragraph 29 as follows:

- 9. The IMPROVEMENTS shall be completed and final invoices submitted to the COUNTY no later than December 31, 2011. In the event the CITY needs additional time to complete the PROJECT or invoice the COUNTY, the CITY must notify the COUNTY in writing by September 30, 2011 of the need for an extension of time. Failure to meet the September 30, 2011 notification date may result in expiration of this agreement and loss of COUNTY funding, 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 as provided herein.
- 29. Palm Beach County has established the Office of the Inspector General by Ordinance R2009-049, that 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 allowing 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.
- It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.
- All other provisions of the Inter-local Agreement dated September 23,
 2008, not specifically amended herein shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF DELRAY BEACH	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Elm SM Mayor	By:Chair
ATTEST:	ATTEST:
	SHARON R. BOCK, CLERK
By: Chaull D. Wubin City Clerk	By: Deputy Clerk
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: City Attorney	By:Assistant County Attorney
Date: 11/17/2010	Date:
	APPROVED AS TO TERMS AND CONDITIONS
	By: Jellaldruell
	Date: / 2/1/10

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Agenda Item #: 3-C-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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M/A 7-0

Meeting Date: Se	ptember 23, 2008	[X]	Consent Workshop	[]	Regular Public Hearing	
Submitted By: Submitted For:	Engineering and County Engineer		: Works			

I.EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) An Inter-Local Agreement with the City of Delray Beach (City) to reimburse up to \$100,000 for Decorative Street Lights; and
- B) Budget Transfer of \$100,000 in the Transportation Improvement Fund from Reserve for District 7 to Martin Luther King Boulevard from NW 4th Avenue to NW 5th Avenue District 7

SUMMARY: Approval of this Agreement will reimburse the City with funds from the Transportation Improvement Fund up to \$100,000 for the installation of decorative street lights on Martin Luther King Boulevard from NW 4th Avenue to NW 5th Avenue.

District 7 (MRE)

Background and Justification: The City is upgrading this roadway by installing decorative street lights and has requested assistance with funding for up to \$100,000 through District 7. The District 7 Commissioner wishes to support the installation which would serve the public's best interest.

Attachments:

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

Recommended by:	Mallonuell	8/18/08
	Division Director	Date
Approved by:	County Engineer	9/25/08 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012		
Grant 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-	<u>-0-</u>		
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-		
NET FISCAL IMPACT	\$100,000	-0-	-0-	-0	-0-		
Is Item Included in Current Budget? Yes No_X .							
Budget Acct No.: FundDept Unit Object							

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

Transportation Improvement Fund Reserve for District 7 MLK Blvd/NW 4th Ave to NW 5th Ave - District 7

C.	Departmental Fiscal Review:	. Aug
		V

	III. REVIEW COMMENTS				
A.	OFMB Fiscal and/or Contract Dev. and Co	ontrol Comments:			
	atwillhite 9.2.08	An J. Aug 9)4)07			
	OFMB SN CN POLOR	Contract Dey and Control			
B.	Approved as to Form	114108			
	and Legal Sufficiency:	This Contract complies with our			
<u>. </u>	Modern Rollett - 9/05/08	contract review (equirements,			
	Assistant County Attorney				

C. Other Department Review:

Department Director

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

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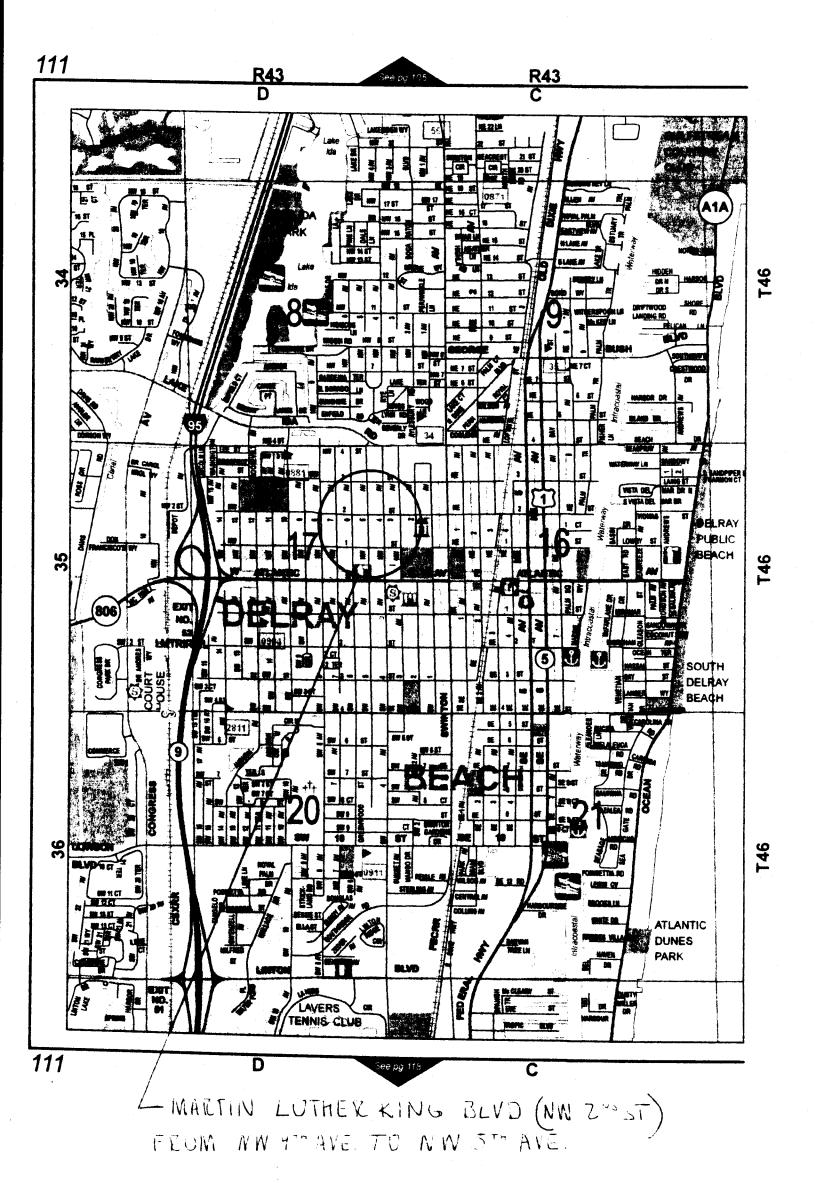
Page	1	of	1
1 46		O	

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET Transfer

FUND Transportation Improvement

BGEX 073008-3186

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/30/08	REMAINING BALANCE
MLK BLVD/NW 4 TH AVE-NW 3500-368-1289-8101 Contrib	outions Othr Govti Agncy	0	0	100,000	0	100,000	0	100,000
RESERVES FOR DISTRICT 3500-368-9117-9907 Res-Fu		3,797,960	3,712,463	100,000	100,000	3,622,96	3	
		SIGNATURE		DATE		By Board At Meeti	d of County Comming of 09/23/0	
Engineering & Public Wo	rks	61	uff	7	13908	^	A RANGE	N BCACK TO
Administration / Budget A	Approval	afwill	hiti	9.8	2.08	Ha	sy falle	Y O
OFMB Department – Post	ted			ره (۱۶۵)			Clerk to the Commissi	ohers



From:

Gladys Whigham

To:

Owen Miley

Date:

Thu, Feb 14, 2008 4:21 PM

Subject:

Fwd: FW: MLK Drive Beautification

Owen,

Commissioner Greene has committed \$100,000 towards the MLK Drive Beautification in Delray Beach. Attached is some back up material and a contact person for the City of Delray Beach who will work with the County relative to the agreement.

Thank you,

Gladys Whigham, Administrative Assistant Commissioner Addie L. Greene, Chairperson

CC:

George Webb; Krejcarek, Randal

INTERLOCAL AGREEMENT THE CITY OF DELRAY BEACH DECORATIVE STREET LIGHTS ON MARTIN LUTHER KING JR DRIVE/ NW 2ND STREET FROM NW 4TH AVENUE TO NW 5TH AVENUE

THIS INTERLOCAL AGREEMENT is made and entered into this 2 3 2008 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 DELRAY BEACH, a municipal corporation of the State of Florida hereinafter referred to as "CITY"

WITNESSETH:

WHEREAS, the CITY is undertaking the installation of decorative street lights along Martin Luther King Jr. Drive/NW 2ND Street from NW 4TH Avenue to NW 5th Avenue within the CITY limits hereinafter referred to as "IMPROVEMENTS"; and

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

WHEREAS, after the installation of the IMPROVEMENTS, the CITY will be responsible for the all 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 CITY reimbursement funding for documented costs of the IMPROVEMENTS in an amount not to 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 IMPROVEMENTS, upon the CITY'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 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 IMPROVEMENTS, 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 design and installation of the IMPROVEMENTS. The COUNTY shall have the final determination of eligibility for reimbursement. The CITY shall furnish the Special Projects Coordinator of County's Department of Engineering and Public Works with a request for payment supported by the following:
- a. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the 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 IMPROVEMENTS following installation. 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 IMPROVEMENTS.
- 9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2010, 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 as provided herein.

- 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. The CITY 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 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:

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

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

City of Delray Beach, Florida Randal L. Krejcarek, P.E. City Engineer 434 South Swinton Avenue Delray Beach, Florida 33444 Phone: 561-243-7322 Fax: 561-243-7314

- 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 IMPROVEMENTS.
- 23. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
- 24. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
- 25. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
- 26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
- 27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- 28. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

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

	R 2 0 0 8 1 5 9 9 SEP 2 3 2008
CITY OF DELRAY BEACH	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
By: Ta Ellis Mayor	By: Addie & Hroene ADDIE L. GREENS Chairperson
ATTEST:	ATTEST:
0	SHARON R. BOCK, CLERK
By: Janelle D. Harc's Letting Departy City Clerk	- By: Deputy Clerk
APPROVED AS TO FORM AND LEGAL SUFFICIENCY	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: City Attorney	By: Mark fitterney Assistant County Attorney
Date:	By: 9/05/08
	APPROVED AS TO TERMS AND CONDITIONS
	By: Glillill anell
	Date: 8/18/08
	,

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

	(PRO	JECT)	
Grantee	Re	quest Date	
Billing #	Bil		
P	ROJECT PAYM	ENT SUMMARY	
Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	-		
Contractual Services			
Material, Supplies, Direct Purchases		4.00	
Grantee Stock		·	
Equipment, Furniture			
TOTAL PROJECT COSTS			
Certification: I hereby certify that was incurred for the work identifie accomplished in the attached progr	d as being less reports.	Certification: I hereby certify nas been maintained as require expenses reported above, and is request.	d to support the project
Administrator/Date		inancial Officer/Date	
PBC USE ONLY			
County Funding Participati	on	\$	
Total Project Costs		\$	· ·
Total Project Costs to Date	•	\$	
County Obligation to Date		\$	
County Retainage (%)		(\$	
County Funds Previously D	isbursed	(\$	
County Funds Due this Billi	ng	\$	
Reviewed and Approved by:		C Project Administrato	r/Dete
	1.0	~ 1 roject Administrato	//Date

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

			(PROJEC	T)		
	Grantee			Billing Date Billing Period		
		Billing #	·			
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 ce above was used in accomp	rtify that the	purchase noted project.	che	cks, and oth	er purchasing documentation	lations, executed contract, cancelled in have been maintained as required available for audit upon request.
Administrator/Date			Fin	ancial Office	er/Date	