

Submitted By: Engineering & Public Works
Submitted For: Engineering Services Division

1. Location Sketch
2. County/CRA Agreement (3)

Approved By: S. T. Webb 7/12/11
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.

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

* Payments from the grant will be passed through Engineering to CRA.

[Signature] 7/12/11
OFMB
SN 7/14/11
cc [Signature]
[Signature]

[Signature] 7/13/11
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

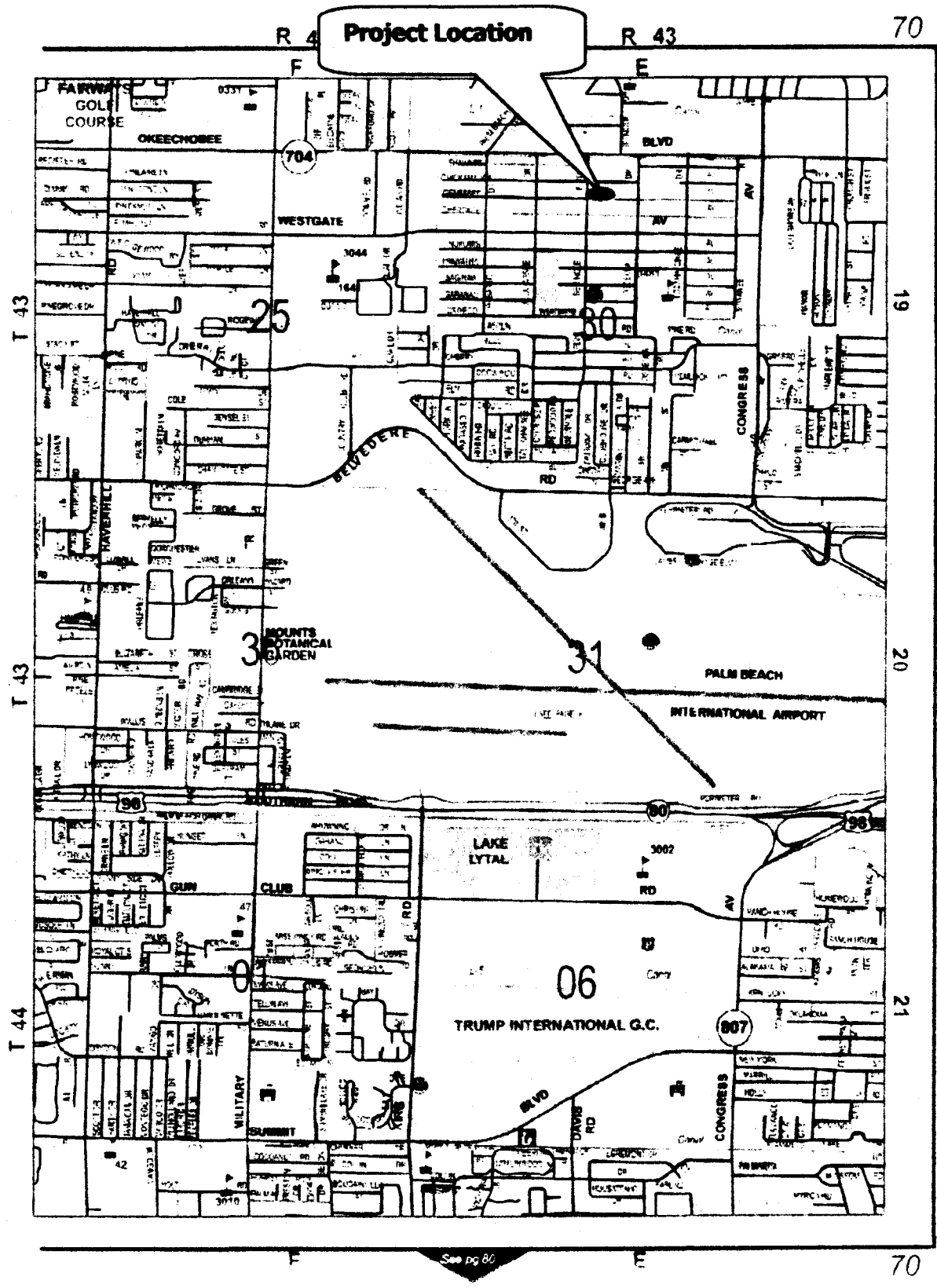
This Contract complies with our contract review requirements.

[Signature]
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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INTERLOCAL AGREEMENT WITH THE WESTGATE/BELVEDERE
COMMUNITY REDEVELOPMENT AGENCY AND PALM BEACH COUNTY
FOR THE REIMBURSEMENT OF FUNDS ASSOCIATED WITH THE
CONSTRUCTION OF THE NORTH WESTGATE AREA CENTRAL LAKE

THIS INTERLOCAL AGREEMENT, hereinafter referred to as the "AGREEMENT", made and entered into this _____ day of _____, 20____, by and between the Westgate/Belvedere Homes Community Redevelopment Agency, hereinafter referred to as the "CRA", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY and the CRA are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, on September 14, 2010 by Resolution No. R2010-1371 the COUNTY executed a Federally Funded Subgrant Agreement, Contract No. 11HM-2Y-10-60-01-001, with the Florida Division of Emergency Management (DEM) for the construction of the North Westgate Central Lake hereinafter referred to as the "PROJECT"; and

WHEREAS, the CRA has caused to be prepared construction plans and specifications for the construction of the PROJECT; and

WHEREAS, the CRA is desirous of funding and constructing the PROJECT which is located in the unincorporated area of the COUNTY; and

WHEREAS, the COUNTY is agreeable to allowing the CRA to employ contractors, oversee the construction, and finance construction costs of the PROJECT; and

WHEREAS, the COUNTY agrees to refund to the CRA those costs associated with the Scope of Services referenced in the Federally Funded Subgrant Agreement (GRANT) for this PROJECT after the COUNTY is reimbursed by DEM.

WHEREAS, the COUNTY shall not contribute directly any funds for the PROJECT. If costs for all phases run over the GRANT amount, CRA will not be reimbursed and must bear the cost for completion of the PROJECT.

WHEREAS, once the PROJECT is completed, CRA shall have the full responsibility for maintenance of the lake, and the COUNTY shall have the right but not the obligation to enter the property to maintain the storm sewer system.

NOW, THEREFORE, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the CRA do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The CRA agrees to:
 - A. Design, obtain permits, construct and manage the construction of the PROJECT using CRA funds and to process reimbursement requests to the COUNTY. The CRA shall furnish to the COUNTY a reimbursement request for payment supported by the following:

A Contact 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 CRA. Said information shall list each invoice payable by the CRA and shall include the vendor invoice number, invoice date, and the amount payable by the COUNTY. The CRA shall attach a copy of each vendor invoice paid by the CRA 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 CRA Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule form was paid by the CRA as indicated.
 - B. Include in the construction contract that the Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, and gender identity and expression.
 - C. Comply with the Office of the Inspector general, Ordinance R2009-049, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to 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. All contractors and parties doing business with the COUNTY and receiving COUNTY funds shall fully cooperate with the Inspector General including allowing access to records relating to bid or any resulting contract.
 - D. Upon completion of construction, shall be fully responsible for maintaining the PROJECT.

3. The COUNTY agrees to:

- A. Inspect construction of the PROJECT periodically to ensure progress and compliance with the permitted construction plans.
- B. Reimburse the CRA for all costs associated with the Scope of Services referenced in the GRANT for the development of the PROJECT after the COUNTY has been reimbursed by DEM and once billed by the CRA per 2A, up to the authorized amount per the GRANT.

4. Miscellaneous Provisions

- A. Notices. All notices, requests consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by prepaid express overnight courier of messenger services, or mailed by registered or certified mail to the following addresses:

COUNTY Palm Beach County Engineering Department
 Attention: Tanya N. McConnell, P.E.
 Deputy County Engineer
 P.O. Box 21229, W. Palm Beach, FL 33416
 Phone 561-684-4010

CRA Attention: Elizée Michel, AICP, Executive Director
 100 Australian Ave, Suite 410
 West Palm Beach FL 33406
 Phone 561-233-3626

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

- B. Entire Agreement. This AGREEMENT represents the entire understanding and agreement between the parties with respect to the subject matter hereof.
- C. Binding Effect. All of the terms and provisions of this AGREEMENT, whether so expressed or not, shall be binding upon, effective to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.
- D. Assignability. This AGREEMENT may not be assigned without prior written consent of all parties to this AGREEMENT, provided such consent may not be unreasonably withheld.

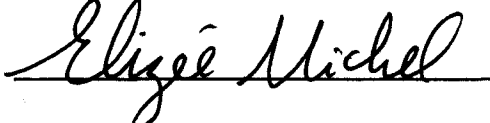
- E. Severability. If any part of this AGREEMENT is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- F. Governing Law and Venue. This AGREEMENT and all transactions contemplated by this AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.
- G. Headings. The headings contained in this AGREEMENT are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this AGREEMENT.
- H. Attorney Fees. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this AGREEMENT or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own Attorney's fees and costs, including appellate costs.
- I. Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of any subsequent breach or default in any terms and conditions.
- J. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. Effective Date. This AGREEMENT shall be effective as of the date it is executed by the COUNTY.

- L. The CRA shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of CRA's negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY's negligent acts or omissions.
- M. The COUNTY shall indemnify, defend, and hold harmless the CRA against any actions, claims, or damages arising out of COUNTY's negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the CRA for the CRA's negligent acts or omissions.
- N. The CRA shall maintain adequate records to justify all charges, expenses, and costs incurred under this AGREEMENT and in performing the work for at least three (3) years after completion of this AGREEMENT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CRA's place of business.

EXECUTED by the Westgate Belvedere Homes Community Redevelopment Agency this _____ day of _____, 2010.

(Authority Seal)

ATTEST:



Witness

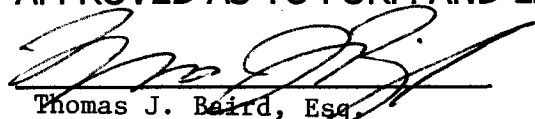
WESTGATE CRA



Frederick G. Wade

CRA BOARD CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Thomas J. Beard, Esq.

Legal Counsel

EXECUTED by COUNTY this _____ day of _____, 2011.

(County Seal)

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
By ITS BOARD OF COUNTY
COMMISSIONERS

Deputy Clerk

Karen T. Marcus, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS:

Assistant County Attorney

Charles Rich

Engineering

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	CRA 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