

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Grant Expenditures	\$1,000,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	* \$1,000,000	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes **X** No

Budget Account No:

Fund 3500 Dept 368 Unit 1274 Object 8101

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Reserve for District 7
Carver Estates/Auburn Ave-SW12th Ave-Dist 7

* **No** Additional fiscal impact. This agreement is for a time extension to complete the project. The funding amount remains the same as the R2008-2025 agreement.

C. Departmental Fiscal Review:

Alicia Kovalamin

III. REVIEW COMMENTS

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

[Signature]
OFMB SW 11/5/12
11/5/12
cc 2/5/12

[Signature]
Contract Dev. and Control 11/11/12
1-10-12 B. Wheeler

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 1/2/12
Assistant County Attorney

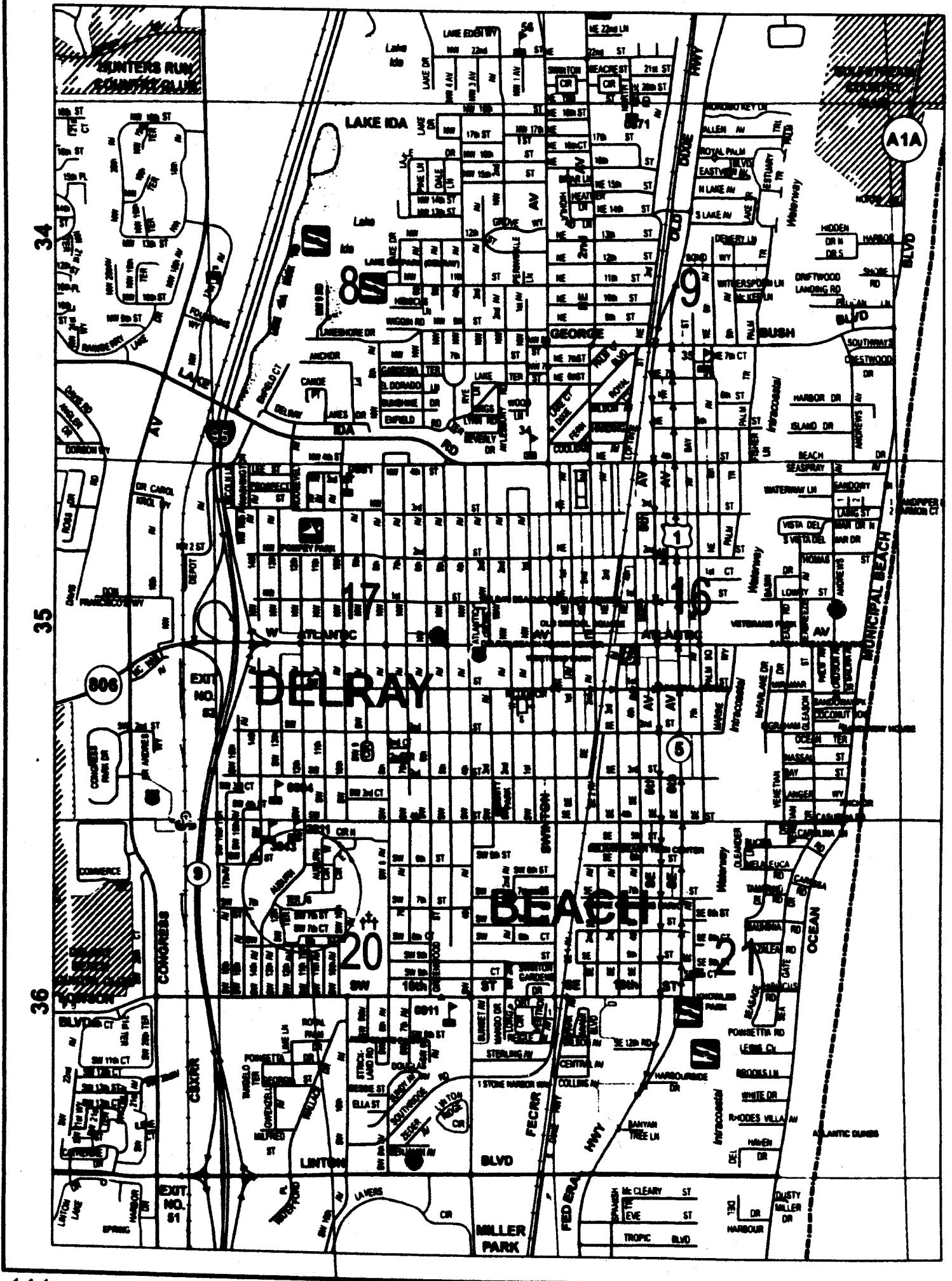
C. Other Department Review:

Department Director

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

D

C



D

C

Project location

Priscilla A. Taylor

County Commissioner, District 7
Board of County Commissioners



ATTACHMENT 2

INTEROFFICE MEMORANDUM

TO: Owen Miley, Special Projects Coordinator
Engineering Department

FROM: Commissioner Priscilla Taylor
District VII *Priscilla Taylor*

RE: District Improvement Funds -- South West 12th Avenue/Auburn Avenue, Delray Beach

DATE: September 14, 2011

I approve of the new Interlocal Agreement with the City of Delray Beach in an amount not to exceed \$1,000,000 from the Transportation Improvement Fund Reserves for District 7, for the installation of infrastructure and road improvements on S.W. 12th Avenue/Auburn Avenue.

Cc: George Webb

"An Equal Opportunity Affirmative Action Employer"

301 N. Olive Avenue West Palm Beach, Florida 33401 (561) 355-2207 Fax: (561) 355-6332
345 S. Congress Avenue Delray Beach, Florida 33445 (561) 276-1350 Fax: (561) 276-1380
ptaylor@pbcgov.org

**INTERLOCAL AGREEMENT
CITY OF DELRAY BEACH
SW 12TH AVENUE /AUBURN AVENUE**

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

WITNESSETH:

WHEREAS, the **CITY** wishes to enter into an Interlocal Agreement (Agreement) through which the **COUNTY** would reimburse an amount not to exceed **One Million Dollars (\$1,000,000)** for SW 12th Avenue/Auburn Avenue roadway reconstruction, from W. Atlantic Avenue to SW 10th Street which includes, asphalt resurfacing, pavement markings, signage, replacing and upgrading landscaping and drainage hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **CITY** has jurisdiction of SW 12th Avenue/Auburn Avenue from SW 10th Street to W. Atlantic Avenue, and has authority to perform the **IMPROVEMENTS**; and

WHEREAS, the **COUNTY** will reimburse the **CITY** an amount not to exceed **One Million Dollars (\$1,000,000)** for the **IMPROVEMENTS**, and all subsequent maintenance of the **IMPROVEMENTS** shall be the responsibility of the **CITY**; and

WHEREAS, those costs incurred subsequent to the date of this Agreement are eligible for reimbursement by the **COUNTY** pursuant to the terms and conditions hereof; and

WHEREAS, the **COUNTY** believes that the **IMPROVEMENTS** serve a public purpose through the enhancement of SW 12th Avenue/ Auburn Avenue, and wishes to support the **IMPROVEMENTS** by providing reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **ONE MILLION DOLLARS (\$1,000,000.00)**; and

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 associated with the **IMPROVEMENTS** in an amount not to

exceed **ONE MILLION DOLLARS (\$1,000,000)**. Those costs incurred subsequent to the date of this Agreement are eligible for reimbursement by the **COUNTY** pursuant to the terms and conditions hereof.

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 costs 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 further 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 and will comply with all applicable governmental codes and permitting requirements (including, but not limited to, **CITY** and **COUNTY**) in the selection and installation of the **IMPROVEMENTS**. The **CITY** also agrees to assume financial responsibility for the completion of any portions of the **IMPROVEMENTS** that are not fully funded by the amount set forth in Paragraph 2, above. Otherwise, the **COUNTY** will have the final determination of the eligibility for reimbursement of any changes. Substantial variations from the approved plans shall require prior written approval from **CITY** and County Engineer's Office. The final plans for the **IMPROVEMENTS** must be signed and sealed by a Florida Registered Engineer.

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 to the County Engineer's Office representative a request for payment supported by the following:

A) A statement from a Florida Registered Engineer that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;

B) 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** Financial Officer, or authorized representative, shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** as indicated.

7. The **CITY** shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the **IMPROVEMENTS** for at least three (3) years after the completion of the **IMPROVEMENTS**. **COUNTY** shall have access to all books, records and documents required in this Section for the purpose of inspection or audit during normal business hours.

8. The **CITY** agrees to be responsible for the subsequent maintenance of the roadway following the **IMPROVEMENTS**. 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 if any are required for the **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than December 1, 2012. 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. In the event that the **CITY** needs additional time to complete the **IMPROVEMENTS** or to invoice the **COUNTY**, the **CITY** must notify the **COUNTY** in writing by September 1, 2012, of the need for a time extension.

Failure to request a time extension by September 1, 2012, and/or failure to submit final invoices for **IMPROVEMENTS** by December 1, 2012, will indicate that the **IMPROVEMENTS** are not being completed and will result in automatic termination of this Agreement, **COUNTY** shall have no further funding obligation for **IMPROVEMENTS**.

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 for 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 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

11. Without waiving the right to sovereign immunity as provided by s.768.28 *f.s.*, the **CITY** acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the **CITY** maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 *f.s.*, the **CITY** shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The **CITY** 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 **CITY** 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 **CITY** of its liability and obligations under this Agreement.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CITY** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

13. The **CITY** may require each contractor engaged by the **CITY** for work associated with this Agreement to maintain:

a. Workers' Compensation coverage in accordance with Florida statutes, and;

b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00).

The **COUNTY** shall be included in the coverage as an additional insured, and;

c. 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 virtue of any breach of this 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 **COUNTY** may terminate, in whole or in part, without cause, immediately upon written notice to the **CITY**. Unless the **CITY** is in breach of this contract, the **CITY** shall be paid for services rendered to the **COUNTY**'s satisfaction through the date of termination.

16. The **CITY** 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, familial status, sexual orientation, gender identify and expression. Any contract entered into by the **CITY** for work associated with this Agreement will include the above language.

17. The **CITY** shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the **IMPROVEMENTS**

for at least three (3) years after completion or termination 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 **CITY's** place of business.

18. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, 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 to audit, investigate, monitor, and inspect the activities of the **CITY**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General, interfering with, or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

19. The **COUNTY's** performance and obligation to pay under this contract for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

20. 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.

21. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 North Jog Road Ste. 3E-13
West Palm Beach, Florida 33411

AS TO THE CITY

City of Delray Beach
Mr. Randall Krejcarek, P.E.
City Engineer
434 So. Swinton Avenue
Delray Beach, Florida 33444
Phone: 561-243-7322 Fax: 561-243-7314

22. 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.

23. 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 this Agreement.

24. 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.

25. Each party agrees to abide by all laws, orders, rules and regulations and the **CITY** will comply with all applicable governmental codes in the maintenance and replacement of the **IMPROVEMENTS**.

26. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

27. **CITY** shall promptly notify the **COUNTY** 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.

28. The parties expressly covenant and agree that in the event that any of the parties is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

29. 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.

30. The **CITY** has the authority to enter into this Agreement and to perform the obligations contained herein.

31. This Agreement represents the entire understanding among the parties, and supersedes all other negotiations, or agreements, written or oral, relating to this Agreement.

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

33. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

Intentionally left blank

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

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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

By: _____
Deputy Clerk

By: _____
Shelley Vana Chair

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Assistant County Attorney

By: JKW McDonnell

Date: _____

Date: 12/15/11

City of Delray Beach

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
Mayor

By: [Signature]
City Attorney

Date: 11/8/2011

Date: 11-7-11

ATTEST:

By: [Signature]
City Clerk

Date: 11/8/2011

h:\ojmwp\ojm\agreements new\interlocal agreement 12th ave.doc

**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	2010	2011	2012	2013	2014
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 prior agreement assigned responsibility to the Delray Beach Housing Authority. This amendment transfers responsibility to the City of Delray Beach. Therefore, the \$1,000,000 will instead be encumbered to the City of Delray Beach.

C. Departmental Fiscal Review: Ahrillwhite

III. REVIEW COMMENTS

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

Jan Orl 12-8-09
 OFMB
 12/7/09 10:11 AM
 12-7-09

Jim J. Jacobson 12/9/09
 Contract Dev. and Control
 12/9/09

This amendment complies with our review requirements.

B. Approved as to Form and Legal Sufficiency:
Morgan White 12/10/09
 Assistant County Attorney

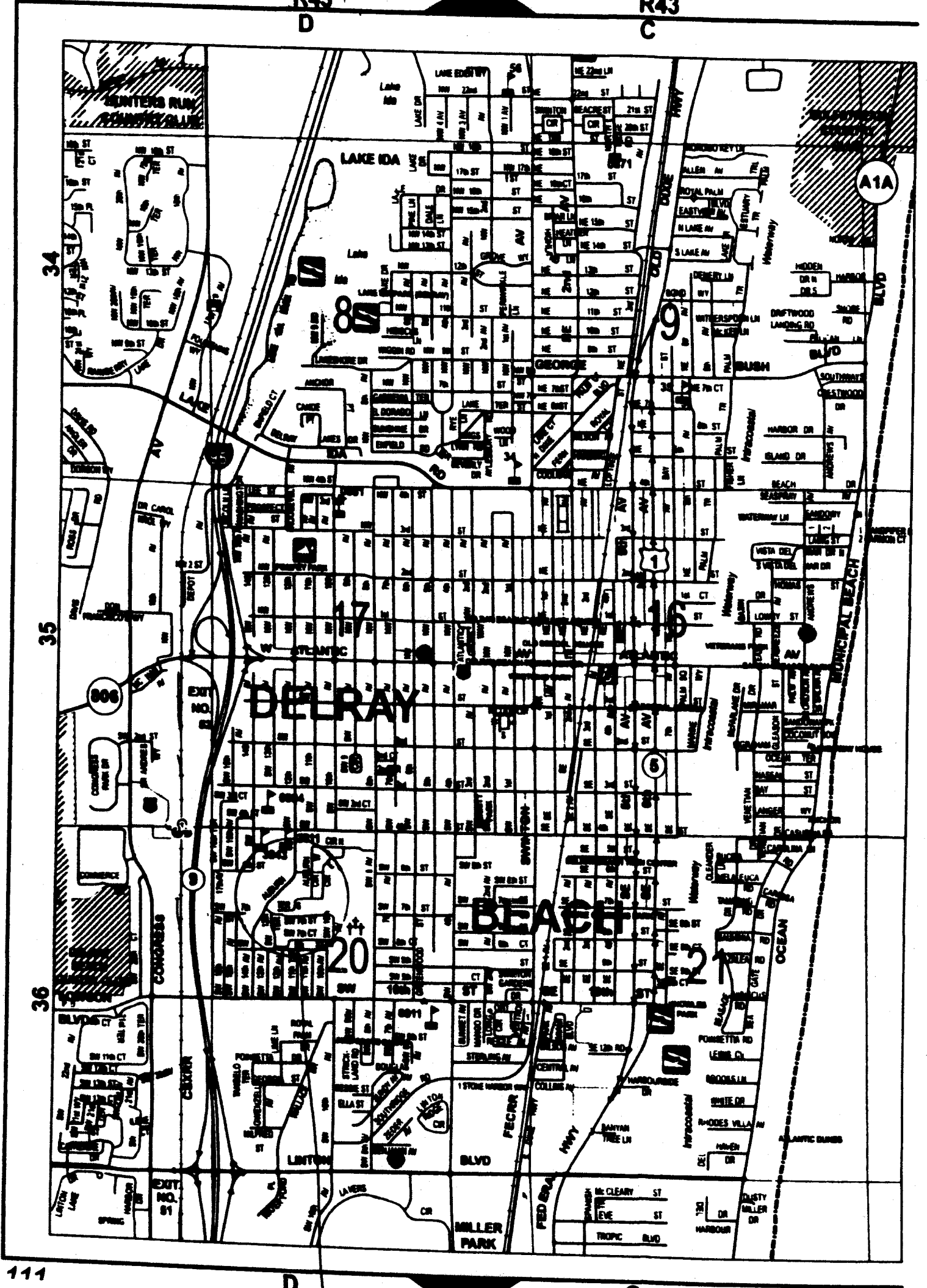
C. Other Department Review:

 Department Director

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

R43
D

R43
C



Project location

Agenda Item #: **3-C-12**

M/BA 7-0

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: August 18, 2009

Consent Regular
 Workshop Public Hearing

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

APPROVED

BY BOARD OF COUNTY COMMISSIONERS

AT MEETING OF AUG 18 2009

[Signature] D.C.
MINUTES & RECORDS SECTION

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) Conceptually approve to reimburse the City of Delray Beach (City) in an amount not to exceed \$1,000,000 from the Transportation Improvement Fund Reserves for District 7 for the installation of infrastructure and road improvements on SW12th Avenue ; and
- B) Direct staff to amend the Interlocal Agreement with the City and Delray Beach Housing Authority approved on November 12, 2008 (R2008-2025).

SUMMARY: An amended Interlocal Agreement will transfer the responsibility from the Delray Beach Housing Authority to the City for improvements to SW12th Avenue at the site of the old Carver Estates property. The \$1,000,000 is the same amount as was in the 2008 Agreement. District 7 (MRE)

Background and Justification: The Interlocal Agreement (R2008-2025) with the City and Delray Beach Housing Authority provided that the Delray Beach Housing Authority was responsible for improvements to Auburn Avenue – SW 12th Avenue near the boundaries of the Carver Estates area. In the previous Interlocal Agreement the City and the County gave the Delray Beach Housing Authority the authority to undertake these improvements. In the Amendment, the City will become the responsible entity. The District 7 Commissioner supports the transfer of funding for these improvements.

Attachments:

- 1. Location Map
- 2. Delray Beach Housing Authority letter of authorization

Recommended by: _____

Division Director

Date

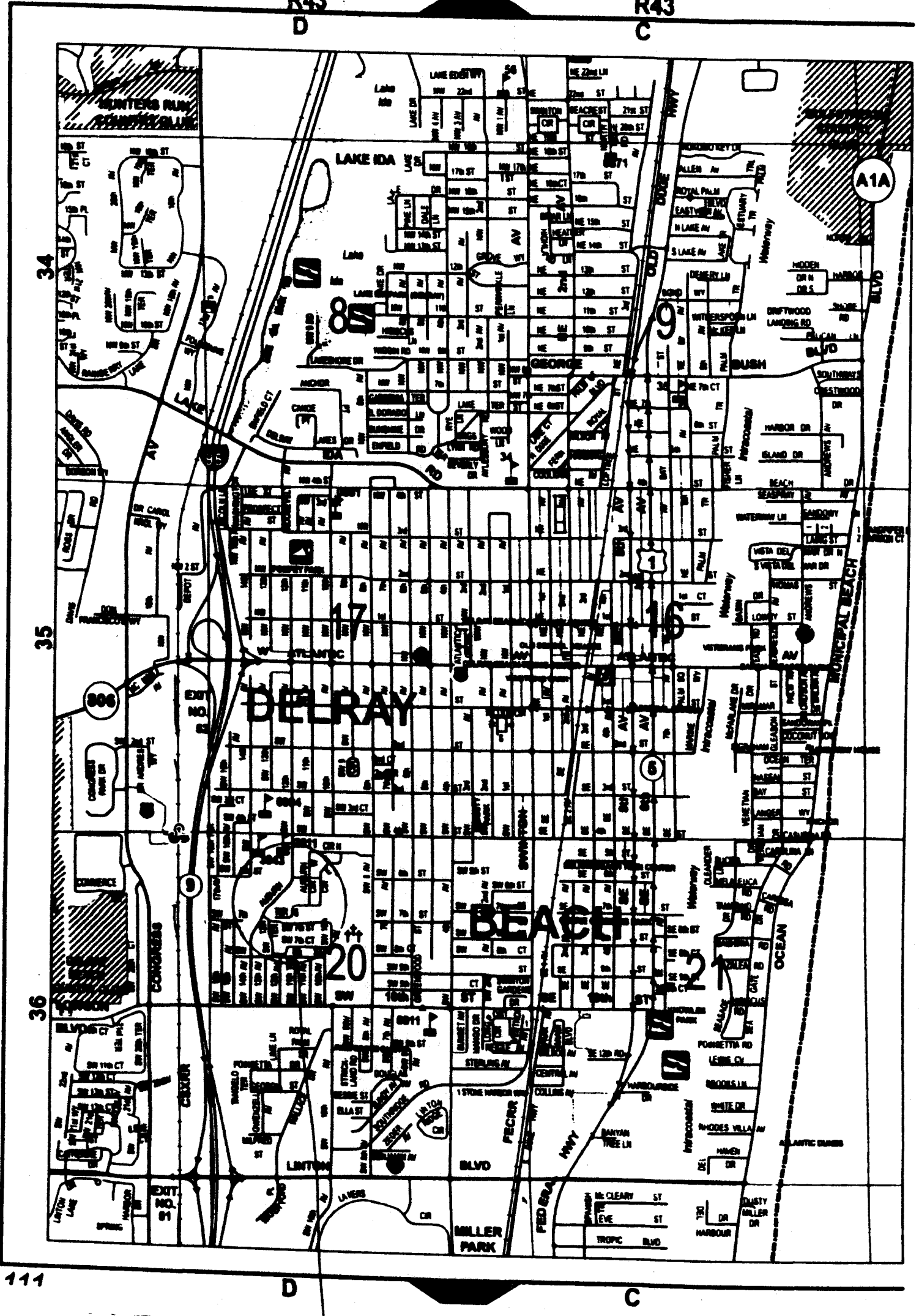
Approved by: _____

A. T. White

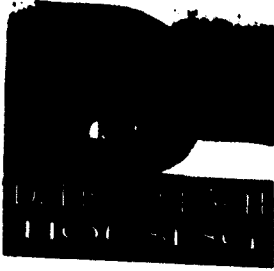
County Engineer

8/13/09

Date



Project location



DELRAY BEACH HOUSING AUTHORITY

REC'D JUL 24 2009

July 23, 2009

Ms. Shannon R. LaRocque-Bass, P.E.
Assistant County Administrator
301 North Olive Avenue
Delray Beach, FL 33401

Subject: Village Square and Village at Delray 2005 DRI (\$1,000,000)
Transportation Improvement Fund Reserve for District 7 (\$1,000,000)

Dear Ms. LaRocque-Bass:

Per our meeting earlier today, this is to confirm our support for transferring the funding as referenced above to the City of Delray Beach in order to expedite the installation of infrastructure and road improvements on SW 12th Avenue. We would appreciate consideration of the fact that the District 7 funds were specifically made available for improvements to 12th Avenue at the site of the old Carver Estates property and therefore request that any new agreement between Palm Beach County and the City of Delray Beach provide that these funds continue to be used for the area of 12th Avenue between SW 8th Street and SW 7th Street.

Since the DBHA Board of Commissioners approved the agreement dated November 18, 2008 between the City, Palm Beach County and the Delray Beach Housing Authority, I will request ratification of this action (transferring the funds to the City) at the Board's August 25 meeting.

Sincerely,

DOROTHY ELLINGTON
President/CEO

Cc: David Harden, City Manager
DBHA Board of Commissioners

600 North Congress Avenue Suite 3103
Delray Beach, FL 33444-3396

Phone: (561) 272-6766
Fax: (561) 272-7352

www.dbha.org

Expense Summary as of 8/13/2009
Target Percentage 386.85 %
Fiscal Year 2009

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appropriation</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Current Modified Budget</u>	<u>Encumbered</u>	<u>Expended</u>	<u>Available</u>	<u>% Use</u>
Fiscal Year 2009										
Fund 3500 Transportation Improvmt Fund										
Department 368 District Improvement Projects										
Unit 1274 Carver Estates/Auburn Ave-SW12th Ave-Dist 7										
3500	368	1274	3681274GA	8101 Contributions Othr Govtl Agn	0.00	1,000,000.00	1,000,000.00	0.00	0.00	00.00 %
				Grants & Aids	0.00	1,000,000.00	1,000,000.00	0.00	0.00	100.00 %
			Total for Unit: 1274 Carver Estates/Auburn Ave-SW12th Ave-Dist 7		0.00	1,000,000.00	1,000,000.00	0.00	0.00	100.00 %
				368	0.00	1,000,000.00	1,000,000.00	0.00	0.00	
				3500	0.00	1,000,000.00	1,000,000.00	0.00	0.00	
					0.00	1,000,000.00	1,000,000.00	0.00	0.00	

G:\BUDGET DIVISION\CRYSTAL\Diaz\Expense Summary with actuals.rpt

30-12

Cathy Stewart

From: Willie Miller Jr. A.
Sent: Monday, August 17, 2009 4:21 PM
To: Cathy Stewart
Cc: Priscilla Taylor A.
Subject: RE: Carver Estates, Delray Beach, FL

Commissioner Taylor has indeed agreed to "authorize \$1,000,000 for the improvements to SW 12th Ave at the site of the old Carver Estates property."

From: Cathy Stewart
Sent: Monday, August 17, 2009 11:20 AM
To: Willie Miller Jr. A.
Subject: FW: Carver Estates, Delray Beach, FL

Willie attached is an email that was sent previously. Could you send me an email to authorize \$1,000,000 for the improvements to SW12th Avenue at the site of the old Carver Estates property. Thank you

From: Owen Miley
Sent: Monday, August 17, 2009 9:57 AM
To: Cathy Stewart
Subject: FW: Carver Estates, Delray Beach, FL

From: Gladys Whigham
Sent: Thursday, September 13, 2007 1:47 PM
To: Owen Miley
Cc: Addie Greene; George Webb; dellington@dbha.org
Subject: Carver Estates, Delray Beach, FL

This will confirm that Commissioner Greene has committed one million dollars (\$1,000,000) from her District VII Discretionary Funding towards the redevelopment of the Carver Estates public housing complex.

The contact information is as follows:

Dorothy Ellington, President/CEO
Delray Beach Housing Authority
600 N. Congress Avenue, Suite 310-B

R 2 0 0 7 2 1 0 0 DEC 1 5 2009
**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH
THE CITY OF DELRAY BEACH AND
DELRAY BEACH HOUSING AUTHORITY
FOR IMPROVEMENTS ON SW 12TH AVENUE**

THIS FIRST AMENDMENT is made to the INTERLOCAL AGREEMENT FOR CARVER ESTATES/AUBURN AVENUE-SW12th AVENUE (R2008-2025) dated November 18, 2008, by and between THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "**COUNTY**", the CITY OF DELRAY BEACH, a municipal corporation in the State of Florida, hereinafter referred to as "**CITY**" and DELRAY BEACH HOUSING AUTHORITY, a Florida public agency established pursuant to Chapter 421, Florida Statutes, hereinafter referred to as "**DBHA**"; and

WHEREAS, on November 18, 2008 the **COUNTY**, **CITY** and **DBHA** entered into an Interlocal Agreement (Agreement) through which the **COUNTY** would reimburse an amount not to exceed One Million Dollars (\$1,000,000) for Carver Estates-SW 12th Avenue/Auburn Avenue reconstruction to **DBHA**; and

WHEREAS, SW 12th Avenue/Auburn Avenue/SW 14th Avenue from SW 10th Street to W. Atlantic Avenue is under the **CITY**'s jurisdiction and the **CITY** gave the **DBHA** authorization to undertake the improvements; and

WHEREAS, the **COUNTY** will now provide One Million Dollars (\$1,000,000) reimbursement to the **CITY**, not the **DBHA** for the improvements on SW 12th Avenue/Auburn Avenue SW 14th Avenue from SW 10th Street to W. Atlantic Avenue; and

WHEREAS, the **CITY** has now taken back the responsibility for improvements to SW 12th Avenue/Auburn Avenue/SW 14th Avenue from SW 10th Street to W. Atlantic Avenue.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained in the Agreement and herein made, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. The Inter-local Agreement dated November 18, 2008, by and between the **COUNTY**, **CITY** and **DBHA** is hereby amended to revise paragraph 2 through 31 as follows:

3. The **COUNTY** agrees to provide to the **CITY** reimbursement funding for documented costs associated with the **IMPROVEMENTS** in an amount not to exceed **ONE MILLION DOLLARS (\$1,000,000)**.
4. **COUNTY** agrees to reimburse the **CITY** the amount established in paragraph 3 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.
5. The **COUNTY** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.
6. 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 and will comply with all applicable governmental codes and permitting requirements (including, but not limited to **CITY** and **COUNTY**) in the selection and installation of the **IMPROVEMENTS**. The **CITY** also agrees to assume financial responsibility for the completion of any portions of the **IMPROVEMENTS** that are not fully funded by the amount set forth in Paragraph 3, above. Otherwise, **COUNTY** will have the final determination of the eligibility for reimbursement of any changes. Substantial variations from the approved plans shall require prior written approval from **CITY** and County Engineer's Office. The final plans for the **IMPROVEMENTS** must be signed and sealed by a Florida Registered Engineer.
7. The **CITY** will obtain or provide all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. **COUNTY** shall have the final determination of eligibility for reimbursement. The **CITY** shall furnish to the **OFFICE OF THE COUNTY ENGINEER** representative a request for payment supported by the following:
 - A) A statement from a Florida Registered Engineer that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;

B) 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 Financial Officer, or authorized representative shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the CITY as indicated.

8. CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the IMPROVEMENTS for at least three (3) years after the completion of the IMPROVEMENTS. COUNTY shall have access to all books, records and documents required in this Section for the purpose of inspection or audit during normal business hours.

9. The CITY agrees to be responsible for the subsequent maintenance of the roadway following the IMPROVEMENTS. 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 if any are required for the IMPROVEMENTS.

10. All installation of the IMPROVEMENTS shall be completed and final invoices submitted to the COUNTY no later than September 1, 2011 and the COUNTY shall have no obligation to the CITY or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.

11. 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.

12. Without waiving the right to sovereign immunity as provided by s.768.28 f.s., the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under s.768.28 f.s., the CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The CITY 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 CITY 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 CITY of its liability and obligations under this Interlocal Agreement.

13. 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).

14. The CITY may require each contractor engaged by the CITY for work associated with this Agreement to maintain:

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

a. Workers' Compensation coverage in accordance with Florida
statutes, and;

b. Commercial General Liability coverage, including vehicle
coverage, in combined single limits of not less than ONE MILLION
DOLLARS (\$1,000,000.00). The COUNTY shall be included in the
coverage as an additional insured, and;

c. A payment and performance bond for the total amount of the
IMPROVEMENTS in accordance with Florida Statute 255.05.

15. 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.

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

17. 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.

18. The COUNTY may, at COUNTY's discretion and for the duration of
the **IMPROVEMENTS**, install signs within the public property or
easement, notifying the public that the **IMPROVEMENTS** were funded
with COUNTY dollars.

19. 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.

20. All notices required to be given under this Agreement shall be in
writing, and deemed sufficient to each party when sent by United States
Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
2300 North Jog Road Ste. 3E-13
West Palm Beach, Florida 33411

AS TO THE CITY

City of Delray Beach
Mr. Randall Krejcarek, P.E.
City Engineer
100 NW 1st Avenue
Delray Beach, Florida 33444

AS TO THE DBHA

Delray Beach Housing Authority
Dorothy Ellington
600 N. Congress Avenue
Delray Beach, FL 33445
Phone: 561-272-6766 Fax: 561-272-7352

21. 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.
22. 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.
23. 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.
24. Each party agrees to abide by all laws, orders, rules and regulations and the CITY will comply with all applicable governmental codes in the maintenance and replacement of the **IMPROVEMENTS**.

25. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.
26. CITY 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.
27. 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.
28. 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.
29. The CITY has the authority to enter into the Agreement and to perform the obligations contained herein.
30. This Agreement represents the entire understanding among the parties, and supersedes all other negotiations, or agreements, written or oral, relating to this Agreement.
31. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
32. 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 November 18, 2008 not specifically amended herein shall remain in full force and effect

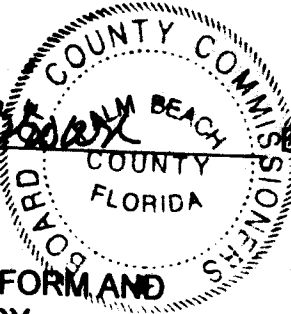
(REMAINDER OF PAGE LEFT BLANK)

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

R2009 2108 DEC 15 2009

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

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



By: *Sharon Bock*
Deputy Clerk

By: *John F. Keene*
~~John F. Keene, Chairman~~
BURT ARONSON, CHAIR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *Marla Platt*
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *J. McConnell*

Date: 12/10/09

Date: 12/4/09

City of Delray Beach

By: *Leon Smith*
Mayor

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: *[Signature]*
City Attorney

Date: 12-1-2009

Date: 11-30-09

Attest: *Lanelda D. Gaskins*
Deputy City Clerk

Lanelda D. Gaskins 12-1-09
Delray Beach Housing Authority

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
CITY Attorney

By: *[Signature]*
City Chair

Date: 11/30/2009

Date: _____

**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