

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	May 5, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:			
Submitted By:	Engineering & Public Works		
Submitted For:	Road & Bridge Division		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement (Agreement) with the City of West Palm Beach (City) to provide for street light repairs on the Palm Beach Lakes Boulevard bridge over the FEC Railway (Project).




SUMMARY: Approval of this Agreement will allow the City to reimburse Palm Beach County (County) for making street light repairs along the Project. The County owns and maintains the bridge, but the City owns and maintains the street light system within and upon the bridge. The City does not have the expertise and desires to reimburse the County for making the needed street light repairs.

District 7 (MRE)

Background and Justification: The street light system along the Project is in need of repair. The County has reviewed the scope and costs contained in the Agreement for the street light repairs and recommends approval. The repair costs are estimated to not exceed \$45,000.

Attachments:

- 1. Location Sketch
- 2. Interlocal Agreement

Recommended By:		3/30/15 
	Division Director	Date
Recommended By:		4/24/15
	County Engineer	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	\$45,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$45,000)	-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 X No

Budget Account No:

Fund 1201 Dept 360 Unit 3224-130 Object 8101/6994

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund
JPA and Developer Agreements
Palm Beach Lakes Blvd over FEC Railroad

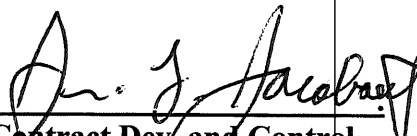
Street Light Repairs	\$45,000.00
Reimbursement City of West Palm Beach	(\$45,000.00)
Fiscal Impact	\$.00

C. Departmental Fiscal Review:

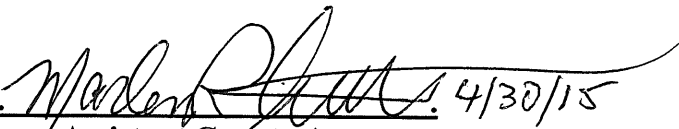
III. REVIEW COMMENTS

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


OFMB
4/27/15


Contract Dev. and Control
4-30-15 B. Wheeler

B. Approved as to Form
and Legal Sufficiency:


Assistant County Attorney
4/30/15

C. Other Department Review:

Department Director

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



LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY, FLORIDA
AND
THE CITY OF WEST PALM BEACH
FOR
STREETLIGHT REPAIRS ON THE PALM BEACH LAKES BOULEVARD BRIDGE OVER THE FEC
RAILWAY**

PALM BEACH COUNTY, FLORIDA

WPB Contract No. 14456

THIS INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____, 2015, by and between **Palm Beach County**, a political subdivision in the State of Florida, (the "COUNTY") and the **City of West Palm Beach**, a municipal corporation of the State of Florida (the "CITY").

WITNESSETH:

WHEREAS, the COUNTY owns and maintains the Palm Beach Lakes Boulevard bridge over the FEC Railway between Sapodilla Avenue and Madeira Court (BRIDGE); and

WHEREAS, the CITY owns and maintains the existing streetlight system within and upon the BRIDGE (STREETLIGHTS); and

WHEREAS, the CITY does not have the expertise and desires the COUNTY to make certain repairs to the STREETLIGHTS; and

WHEREAS, the COUNTY is willing to design and repair (including pole replacements) the STREETLIGHTS; and

WHEREAS, the CITY will reimburse the COUNTY for making said repairs; and

WHEREAS, Section 163.01 of the Florida Statutes allows 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 thereby provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, both the COUNTY and the CITY declare that the repair of the STREETLIGHTS is in the public interest.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Parties agree as follows:

Section 1. Recitals.

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

Section 2. COUNTY & CITY Responsibilities:

A.. The COUNTY agrees to make repairs to the STREETLIGHTS as described in **Exhibit A – Part 1** (REPAIRS). REPAIRS include but are not limited to design, administration, and inspection.

B. The CITY agrees to fund and reimburse the COUNTY for all costs attributable to the REPAIRS. The cost for the REPAIRS is expected to not exceed Forty- Five Thousand Dollars (\$45,000) as estimated in **Exhibit A – Part 2**. Any costs exceeding this amount shall be paid by the CITY. The CITY agrees to remit payment within thirty (30) days of receiving written notice/invoice from the COUNTY that payment is required.

C. The costs assessed under this Agreement shall be adjusted based upon actual costs and staff time expended for the REPAIRS using invoiced unit costs and actual quantities/time as measured by the COUNTY in conjunction with the CITY.

D. The COUNTY shall obtain the CITY's prior approval for any changes which increase costs attributable to the REPAIRS beyond the amount stated in Exhibit A - Part 2. The CITY shall notify the COUNTY of its intent to approve or deny the changes within ten (10) working days of receiving the COUNTY's notice of the necessity for same. CITY approval is not to be unduly withheld. Any delay cost associated with the CITY's failure to respond in writing, within the prescribed number of days set forth above, shall be the responsibility of the CITY. The CITY shall be responsible for any costs caused by its own delays.

E. In the event additional repairs and/or funding is identified for the STREETLIGHTS, beyond those originally anticipated, the CITY shall be responsible for the additional costs, again contingent upon prior approval by the CITY. Likewise, in the event of any reduced quantities and/or unused items for the REPAIRS, the CITY will be credited or not charged the excess amount.

F. The COUNTY shall notify the CITY, in writing, when REPAIRS are started and completed. In the event the COUNTY ceases the REPAIRS for any reason, the CITY will reimburse the COUNTY for the REPAIRS completed as of the date the COUNTY uses to cease the REPAIRS. Any remaining unpaid portion of this Agreement shall be retained by the CITY and the CITY shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

G. The CITY will be responsible for the operation and maintenance of the STREETLIGHTS upon completion of the REPAIRS.

Section 3. Access and Audits:

COUNTY and CITY shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the REPAIRS, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY and CITY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the REPAIRS. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

Section 4. Independent Contractor:

COUNTY and the CITY are and shall be, in the performance of all work, services and activities under this Agreement Independent Contractors and not employees, agents or servants of the other party. All COUNTY employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All CITY employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to CITY'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other. COUNTY does not have the power or authority to bind the CITY in any promise, Agreement or representation.

Section 5. Personnel:

COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required hereinunder shall be performed by COUNTY or its consultant, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 6. Indemnification:

The COUNTY is not liable for the torts of the officers or employees of the CITY, or any other tort attributable to the CITY, and that only the COUNTY shall be liable for torts attributable to the COUNTY or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability pursuant to Florida Statutes Sec. 768.28. Similarly, the CITY is not liable for the torts of the officers or employees of the COUNTY, or any other tort attributable to the COUNTY, and that only the CITY shall be liable for torts attributable to the CITY or for torts of its officers or employees, and then only to the extent of the waiver of sovereign immunity or limitation of liability pursuant to Florida Statutes Sec. 768.28. The COUNTY and CITY agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CITY.

Section 7. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the CITY are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated. However, once the REPAIRS have been started, the REPAIRS shall be prosecuted to

completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that sufficient funds are not available.

Section 8. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 9. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

Section 10: Notice

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 prepaid, to the following:

All notice to the CITY shall be sent to:

City Administrator
City of West Palm Beach
Post Office Box 3366

401 Clematis Street
West Palm Beach, FL 33402-3366

With copy to:
City Attorney
City of West Palm Beach
PO Box 3366
West Palm Beach, FL 33402-3366

All notice to the COUNTY shall be sent to:

Tanya N. McConnell, P.E., Deputy County Engineer
Engineering and Public Works Department
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 11. Modification and Amendment:

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.

Section 12. Remedies:

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 13. No Waiver:

Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

Section 14. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 15. Equal Opportunity:

COUNTY and CITY agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. COUNTY will ensure that all contracts let for the Project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 16. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 17. Filing:

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

Section 18. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party, except as otherwise addressed in this Agreement. However, once the REPAIRS have commenced, the REPAIRS shall be prosecuted to completion and this Agreement

shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement.

Section 19. Compliance with Codes and Laws:

COUNTY and CITY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and CITY further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 20. Office of the Inspector General:

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 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 receiving access to records relating to Bid or any resulting contract.

Section 21. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 22. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

Section 23. Entirety of Agreement:

COUNTY and CITY agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

Section 24. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this Agreement or the completion of the Project, shall survive such termination or Project completion and inure to the benefit of the Parties.

Section 25. Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

AGREEMENT WITH THE CITY OF WEST PALM BEACH

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the day and year first written above.

CITY OF WEST PALM BEACH

By: Geraldine Muoio
Geraldine Muoio, Mayor

ATTEST:

HAZELINE CARSON
CITY CLERK

By: Hazeline Carson

Date: 4/14/15

OFFICE OF THE CITY ATTORNEY
Approved as to form and legality

By: [Signature]

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

By: _____
Shelley Vana, Mayor

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
(Deputy Clerk)

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: [Signature]

Exhibit A

Part 1 **Scope of Street Lighting Repairs**

- 1. Replace pole anchors at all ten locations.
- 2. Install new light pole/arm/fixture assemblies at four locations.

Part 2 **Estimated Costs for Street Lighting Repairs**

<u>Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
Engineering	1 LS	\$ 1,800.00	\$ 1,800
53" arm.	2 EA	\$ 2,400.00	\$ 4,800
Pole, 102" arm xfmr box	4 AS	\$ 5,000.00	\$ 20,000
1" x 12" anchor bolt, nut, washer stainless steel	40 EA	\$ 15.70	\$ 628
Anchor epoxy cartridges	20 EA	\$ 19.50	\$ 390
Crane service	1 LS	\$ 1,500.00	\$ 1,500
Sodium light fixture/ 200 watt lamp	4 EA	\$ 300.00	\$ 1,200
MOT	1 LS	\$ 382.00	\$ 382
Staff labor (includes vehicle)	140 HR	\$ 60.00	<u>\$ 8,400</u>
Subtotal	\$ 39,100		
		15% Contingency	\$ 5,900
		Total Estimate	<u>\$ 45,000</u>