

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	___	___	___	___	___
Operating Costs	___	___	___	___	___
External Revenues	___	___	___	___	___
Program Income (County)	___	___	___	___	___
In-Kind Match (County)	___	___	___	___	___
NET FISCAL IMPACT	<u>✓</u> ___	___	___	___	___
No. ADDITIONAL FTE POSITIONS (Cumulative)	___	___	___	___	___
Is Item Included In Current Budget?	Yes ___ No ___				
Budget Account No.:	Fund ___	Department ___	Unit ___		
	Object ___	Reporting Category ___			

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

✓There is no fiscal impact associated with this Agenda Item.

C. Departmental Fiscal Review: *Pat Augustine*

III. REVIEW COMMENTS

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

Sherry Brown
 7/10 2/10 10/20
 1986 10/20
 OFMB JP 10/21

Dr. J. Jacobson 10/22/15
 Contract Dev. and Control
 B. Wheeler 10-27-15

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ESTABLISHING A CONTRACTOR ENROLLMENT AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS DESIGNEE TO EXECUTE THE CONTRACTOR ENROLLMENT AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners ("BCC"), through its Contractors Certification Division, maintains appropriate records of state and county construction contractors who wish to do business in unincorporated Palm Beach County; and

WHEREAS, generally, each state and county licensed contractor who wishes to work in the incorporated area of Palm Beach County must also enroll or obtain certification in each municipality where the contractor seeks to do business; and

WHEREAS, the County wishes to create a contractor enrollment program whereby the information obtained by the County pertaining to state and county licensed construction contractors is made available to municipalities that wish to utilize such information in lieu of having a separate municipal enrollment program; and

WHEREAS, the contractor enrollment program will streamline the enrollment process for state and county licensed construction contractors who want to work in incorporated and unincorporated areas of the county; and

WHEREAS, the BCC wishes to adopt a contractor enrollment agreement ;

and

WHEREAS, the BCC wishes to delegate authority to execute the contractor enrollment agreement to the County Administrator or his designee to eliminate delays caused by requiring such items to be brought before the BCC for approval and to streamline the agenda process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The foregoing recitals are true and correct and are incorporated herein.
2. The BCC hereby approves the contractor enrollment agreement attached hereto and incorporated herein as Attachment "A" as a standard form.
3. The County Administrator or his designee is authorized to make non-material changes to the contractor enrollment agreement. The term "non-material changes" means changes that do not modify the substantive obligations in the standard form contractor enrollment agreement. For the purpose of this Resolution, the Executive Director of the Planning, Zoning and Building Department shall be considered to be the designee of the County Administrator.
4. If any section, sentence, clause, phrase or word of this resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this resolution.
5. This resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner Taylor, who moved its adoption. The motion was seconded by Commissioner Burdick, and upon being put to a vote, the vote was as follows:

Commissioner Steven L. Abrams, Mayor	-	Aye
Commissioner Priscilla A. Taylor, Vice Mayor	-	Aye
Commissioner Hal R. Valeche	-	Aye
Commissioner Paulette Burdick	-	Aye
Commissioner Shelley Vana	-	Absent

Commissioner Mary Lou Berger

- Aye

Commissioner Jess R. Santamaria

- Aye

The Mayor thereupon declared the Resolution duly passed and adopted this

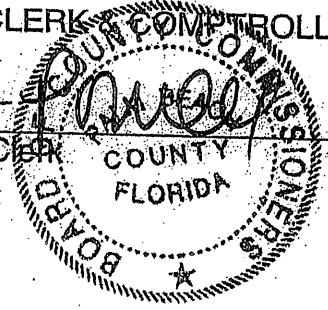
13th day of August, 2013.

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

SHARON R. BOCK, CLERK & COMPTROLLER

By: *Sharon R. Bock*

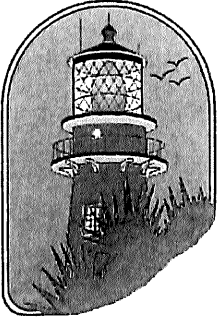
Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *M. [Signature]*

County Attorney



Town of Jupiter

Building Department

October 7, 2015

Ms. Rebecca D. Caldwell
Executive Director
Palm Beach County Planning, zoning & Building Department
2300 N. Jog Road
West Palm Beach, FL 33411

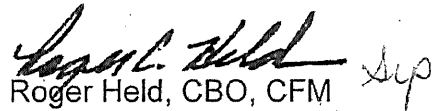
Re: Interlocal Agreement between the Town of Jupiter and Palm Beach County to Utilize the County's Construction Contractor information.

Dear Ms. Caldwell:

Please find enclosed a copy of the Town of Jupiter Resolution 40-15 pertaining to the above which was approved by the Town of Jupiter Council on September 17, 2015. Also enclosed are three (3) original agreements which have been executed by the appropriate Council officials as well as three (3) "Affirmation of Non-Discrimination Policy" acknowledgements.

Once the agreements have been executed by the County, kindly forward to us one (1) completely executed original.

Sincerely,


Roger Held, CBO, CFM
Building Department Director

C: Oscar Alvarez, Director
Contractors Certification Division
Planning, Zoning & Building Dept.

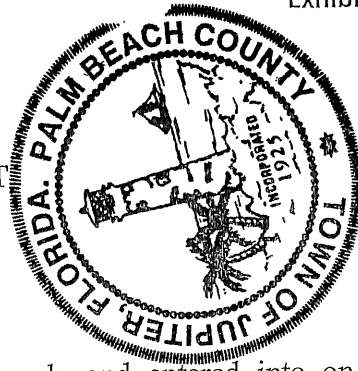
V:\Building\Wngmt\BO\Letters\2015\Res 40-15 Interlocal Agreement.doc

210 Military Trail • Jupiter, Florida 33458 • Phone (561) 746-5134 • Fax (561) 575-7785

I HEREBY CERTIFY THE ABOVE AND FOREGOING
IS A TRUE AND CORRECT COPY FROM THE
RECORDS IN THE TOWN CLERK'S OFFICE,
TOWN OF JUPITER, FLORIDA

QUINTELLA L. JONES
DEPUTY TOWN CLERK

INTERLOCAL AGREEMENT
BETWEEN
TOWN OF JUPITER
AND
PALM BEACH COUNTY



THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into on this day of September 17, 2015, by and between the Town of Jupiter, a Florida municipal corporation (the "Municipality") and PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), each one constituting a public agency as defined in Chapter 163, Part I, Florida Statutes (hereinafter referred to collectively as the "Parties").

WITNESSETH:

WHEREAS, the County currently enrolls Florida licensed construction contractors and certifies county construction contractors who operate businesses in unincorporated Palm Beach County; and

WHEREAS, the County maintains records pertaining to state enrolled and county certified construction contractors (hereinafter referred to as "Contractor"); and

WHEREAS, the County's certification program contains records including but not limited to copies of the Contractor's certificate of insurance, worker's compensation policy and/or exemption, and business tax receipt; and

WHEREAS, the Municipality wishes to utilize the Contractor information obtained by the County in lieu of requiring Contractors to separately enroll with or obtain certification from the Municipality to work within the Municipality's corporate limits; and

WHEREAS, the Parties believe that this Agreement, which creates a contractor enrollment program, will save Contractors the time and expense of multiple local enrollments or certifications; and

WHEREAS, the Parties wishing to enter into this Agreement to set forth their respective obligations under the County's contractor enrollment program.

NOW, THEREFORE, for and in consideration of the mutual covenants, the receipt and sufficiency of which are hereby acknowledged, the Parties agree:

Section 1: Recitals: Authority to Enter into Agreement

1.1 Recitals. The Parties acknowledge and agree that the Recitals set forth above are true and correct and are incorporated into this Agreement as if fully set forth herein.

1.2 Authority. The Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperative Act of 1969".

Section 2: Intent

It is the intent of the Parties that the County will enroll state and certify county Contractors who wish to do business within the incorporated and/or unincorporated areas of Palm Beach County and will publish Contractor information online and input such information into its Contractor Certification Automation Program. In lieu of maintaining a separate contractor enrollment program, the County will make available to the Municipality such information from the County's public website, or the Municipality may contact the County's Information System Services (ISS) Department to discuss the implementation of an automated process.

Section 3: Statement of Agreement

3.1 For all Contractors enrolled or certified with the County, the County will maintain a database of information including but not limited to the Contractor's certificate of insurance, workers compensation policy and/or exemption, and business tax receipt. The County will input such information into its Contractor's Certification Automation Program for contractor verification and will update such information within a reasonable time after new information becomes available. Such information will also be available on the County's website.

3.2 The Municipality is responsible for accessing the County's Contractors Certification database for contractor verification. Options for access are: 1) Manually checking the County's PZ&B Contractors Information and Status website; 2) Contacting the County's ISS Department to discuss and implement an automated process.

3.3 Pursuant to this Agreement, the Municipality agrees not to require Contractors to separately enroll or obtain certification within the Municipality and not to charge Contractors a separate or additional enrollment fee for doing business within the corporate limits of the Municipality. Notwithstanding the foregoing, the Municipality may accept enrollment from a Florida contractor who does not wish to participate in the County's contractor enrollment program.

3.4 If the Municipality desires to receive notices concerning updated Contractor information from the County, it shall provide an email address(es) to the County's Project Manager. The County will send email notices to the Municipality regarding a Contractor's unanticipated change in status, such as required insurance policy cancelation or temporary enrollment extensions for state licensed contractors, within a reasonable time after its receipt of such information.

3.5 The Parties acknowledge that on some occasions the County has temporarily extended the enrollment/re-enrollment of state licensed contractors in extraordinary circumstances or when it appears that the temporary lapse in license renewal with the state is due to a delay by the state in processing the renewal application. The County may temporarily extend enrollment/re-enrollment for state licensed contractors in the future under similar circumstances.

3.6 The Municipality shall be responsible for independently verifying the Contractor's certification status with the Florida Department of Business and Professional Regulation.

3.7 The Municipality shall notify the County within a reasonable time if the Municipality takes disciplinary action against a state licensed contractor through its local construction regulation board and wishes to share such information with the County.

Section 4: Term

The term of this Agreement shall be for one year, and become effective upon its execution by both Parties. The term shall annually renew for one year under the same terms and conditions herein provided, unless terminated.

Section 5: Project Management/Notices

5.1 Until otherwise notified in writing, the Project Manager for the Municipality is Roger Held, telephone: (561)741-2669, email rogerh@jupiter.fl.us, facsimile (561) 741-4819. The Project Manager for the County is Rebecca D. Caldwell, Executive Director, telephone (561) 233-5008, email rcaldwel@pbcgov.org, facsimile (561) 233- 5212. The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the Project Managers for resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement. Amendments to the Project Managers may be made by the delivery of a notice under this Section, and shall not require any action by the governing bodies of the County or Municipality.

5.2 All Default Notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Rebecca D. Caldwell, Executive Director
Palm Beach County Planning, Zoning and Building Department
2300 N. Jog Road
West Palm Beach, Florida 33411

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave., 6th Floor
West Palm Beach, Florida 33401

If sent to the Municipality, Default Notices shall be addressed to:

Roger Held, CBO, CFM
Town of Jupiter Building Department
210 Military Trail
Jupiter, FL 33458

In the event of a default, the Parties agree to provide a copy of such Default Notices to the Project Manager of the defaulting Party by email or facsimile. All Default Notices shall be considered delivered upon receipt. Should either Party change its address for notifications, written notice of such new address shall promptly be sent to the other Party.

Section 6: Default; Termination; Remedies

6.1 Default. In the event that a Party breaches the provisions of this Agreement, the non-breaching Party shall provide the breaching Party with written notice specifying the nature of the breach ("Default Notice"). The breaching Party shall cure such breach within thirty (30) days of receipt of the Default Notice, unless the non-breaching Party agrees in writing to additional time to cure the breach.

6.2 Remedies. If a Party's breach of any of the provisions of this Agreement extends beyond the cure period as set forth herein, the non-breaching Party is entitled to terminate this Agreement or pursue any available legal and equitable remedies to enforce the Agreement, including but not limited to an action for an injunction.

6.3 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing ninety (90) days written notice to the other Party.

Section 7: General Provisions

7.1 Governing Law; Venue; Waiver of Jury. This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any lawsuit filed in connection with this Agreement shall be in Palm Beach County, Florida. THE MUNICIPALITY AND COUNTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT AND ANY OTHER DOCUMENT OR INSTRUMENT NOW OR HEREAFTER EXECUTED AND DELIVERED IN CONNECTION HEREWITH.

7.2 Interpretation. The titles, captions and paragraph headings are inserted for convenience only and are in no way intended to interpret, define, limit or expand the scope or content of this Agreement or any provision hereto. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the Party causing this Agreement to be drafted. In the event that any provision of this Agreement conflicts or appears to conflict, this Agreement and all exhibits and documents specifically incorporated herein by reference shall be interpreted as a whole to resolve the inconsistency.

7.3 Unexpected Delays. Notwithstanding any provisions of this Agreement to the contrary, the Parties shall not be held liable for any failure or any delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, act of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance and restorative aftermath period of such circumstances, but this Agreement shall otherwise remain in

effect.

7.4 Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by applicable law. If any provisions of this Agreement or the application thereof to any Party or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of the invalidity or unenforceability does not destroy the basis of the agreement between the Parties as contained herein, the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

7.5 No Personal Liability of Municipality or County. The County acknowledges that this Agreement is entered into by a municipal corporation as the Municipality, and the Municipality acknowledges that this Agreement is entered into by a political subdivision of the State of Florida as the County. The Municipality and County agree that no individual county commissioner, council member, board member, administrative official, employee, or representative of the Municipality or County shall have any personal liability under this Agreement or under any document executed in connection with the transactions contemplated by this Agreement.

7.6 Liability. Each Party shall be liable for its own actions and negligence.

7.7 Insurance. The Parties warrant and represent that they are either self-funded for liability insurance, or have liability insurance, both public and property, and that such coverages are applicable to the Parties, their officers, appointed officials, employees, servants and agents while acting within the scope of their employment by a Party. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

7.8 Enforcement Costs. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the Parties hereto, provided, however, that this clause pertains only to the Parties to this Agreement.

7.9 Remedies. 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 or 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. 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 Municipality.

7.10 Public Access to Records. The Parties acknowledge that they are subject to Chapter 119, Florida Statutes, the Public Records Act, and shall comply in all respects with the provisions of the Public Records Act. Should either Party assert any exemption to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive relief or other relief provided by law shall be upon the Party asserting the exemption.

7.11 Compliance with Laws. The Parties and their employees, subcontractors, or assigns, if any, shall comply with all applicable federal, state, and local laws and regulations relating to performance of this Agreement.

7.13 Non-Discrimination. The Parties hereto agree that they shall not discriminate against any individual because of that individual's race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information with respect to any activity occurring pursuant to this Agreement.

The Municipality has submitted to the County a copy of its non-discrimination policy which it represents and County acknowledges is consistent with the County's policy, as contained in Resolution R-2014-1421, as amended. If the Municipality does not have a written non-discrimination policy, it hereby acknowledges that the Municipality shall apply the County's non-discrimination policy.

7.14 Assignment. This Agreement shall not be assigned in whole or in part.

7.15 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/agreements, transactions, accounts and records, to require the production of such records, and to audit, investigate, monitor, and inspect the activities of the Municipality, its officers, agents, employees, and lobbyists in order to ensure compliance with contract/agreement requirements and detect corruption and fraud.

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

7.16 Entire Agreement; Amendment. This Agreement constitutes the entire Agreement between the Parties with respect to the matters contained herein, and no prior agreement or understanding pertaining to any of the matters connected with this transaction shall be effective for any purpose. This Agreement may only be amended by an agreement in writing executed by the Parties hereto.

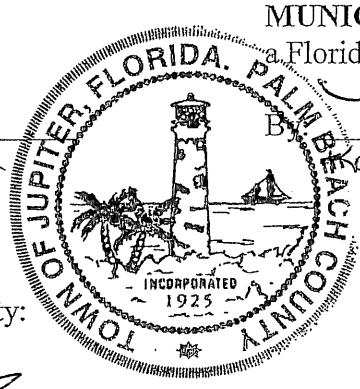
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IN WITNESS WHEREOF, the Municipality and County have caused this Agreement to be executed as of the day and year first above written.

MUNICIPALITY:

ATTEST:

By: [Signature]
Municipality Clerk



MUNICIPALITY OF JUPITER
a Florida municipal corporation
By: [Signature]
Karen J. Golonka, Mayor

Municipality Attorney's Office
Approved as to form and legality:

By: [Signature]
Municipality Attorney

COUNTY:

PALM BEACH COUNTY, a
Political Subdivision of the State of
Florida

By: [Signature]
Rebecca T. Caldwell

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: [Signature]
Assistant County Attorney

APPROVED AS TO TERMS AND
CONDITIONS:

By: [Signature]
Rebecca T. Caldwell

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RESOLUTION NO. 40-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO UTILIZE PALM BEACH COUNTY'S CONTRACTOR ENROLLMENT PROGRAM; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on the 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, Palm Beach County (the County) currently maintains records pertaining to state enrolled certified construction contractors including but not limited to the contractor's certificate of insurance, worker's compensation policy and/or exemption and business tax receipt; and

WHEREAS, the Town of Jupiter (Jupiter) and the County have agreed to share the contractor information the County has pertaining to contractors who have enrolled in the County's program to avoid the duplicity of maintaining a separate enrollment program in Jupiter; and

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WHEREAS, pursuant to the attached Interlocal Agreement, which is incorporated herein, it is expected that contractors doing business in Jupiter will save time and expenses because the need for a separate enrollment in Jupiter will be eliminated; and

WHEREAS, this Interlocal Agreement does not limit Jupiter's rights under Chapter 70-857, Laws of Florida, to collect an additional registration fee of \$2.00; and

WHEREAS, this Interlocal Agreement provides a mechanism for sharing construction contractor information through the County's Contractor Enrollment Program on an ongoing basis; and

NOW, THEREFORE, be it resolved by the Town Council of the Town of Jupiter, Florida:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The Town Council of the Town of Jupiter hereby approves the Interlocal Agreement and authorizes and directs the Mayor to execute it. The Town Clerk is hereby directed to transmit a copy of the executed Interlocal Agreement to the County.

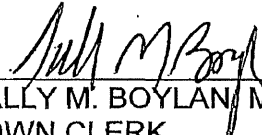
Section 3. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Councilor Todd Wodraska, who moved its adoption. The motion was seconded by Councilor Ilan Kaufer, and upon being put to a roll call vote, the vote was as follows:

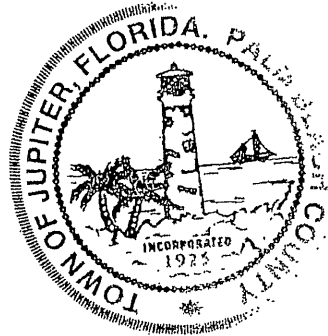
	AYE	NAY
MAYOR KAREN J. GOLONKA	X	
VICE-MAYOR JIM KURETSKI	X	
COUNCILOR ILAN KAUFER	X	
COUNCILOR BEN KLUG	X	
COUNCILOR TODD R. WODRASKA	X	

The Mayor thereupon declared the foregoing Resolution 40-15 duly passed and adopted this 17th day of September, 2015:

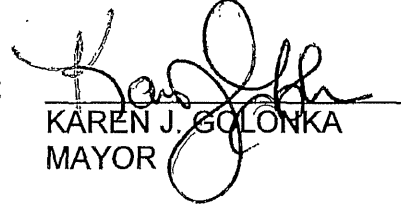
ATTEST:



 SALLY M. BOYLAN, MMC
 TOWN CLERK

(TOWN SEAL)



TOWN OF JUPITER, FLORIDA

BY: 
 KAREN J. GOLONKA
 MAYOR


 THOMAS J. BAIRD, ESQ.
 Approved as to form and
 legal sufficiency