

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 20, 2017	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> Public Hearing
Department:	Engineering & Public Works	
Submitted by:	Engineering & Public Works	
Submitted for:	Roadway Production Division	

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

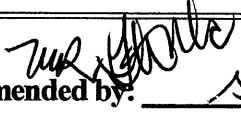
- A) an interlocal agreement (Agreement) with the City of South Bay (City) in the amount of \$135,000 for the County to provide construction inspection (CI) of improvements to the City's SW 1st Street from US 27 to SW 7th Avenue (Project); and
- B) a budget amendment of \$135,000 in the Transportation Improvement Fund to recognize the agreement with the City and appropriate it to the project.

SUMMARY: Approval of the agreement and budget amendment will allow Palm Beach County (County) to assist the City with the CI for the project which has a current estimated inspection cost of \$135,000. The City is receiving a federal grant which will be administered through the Florida Department of Transportation (FDOT) for the project. The City will reimburse the County for CI services rendered at least quarterly as they receive grant funds from FDOT. The term of the agreement will be from the date of Board of County Commissioners approval until project construction is complete. District 6 (LBH)

Background and Justification: A federal grant administered by FDOT will grant the City funding for the project. The City has requested County assistance for CI services. The City will reimburse the County for CI services rendered as the City receives grant funds from FDOT. In the event additional CI and/or funding is required for the project beyond that originally anticipated, the City shall be responsible for the additional costs. This agreement will provide a mechanism for the County to assist the City by providing CI services, and be reimbursed for said services.

Attachments:

- 1. Location Sketch
- 2. Interlocal Agreement with Exhibit A (3 originals)
- 3. Resolution 78-2017 from City of South Bay
- 4. Budget Amendment

Recommended by:  J. T. Webb 5/23/17
Department Director Date

Approved by:  Carol Johnson 4/12/17
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>\$135,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$135,000)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No X

Budget Account No:

Fund 3500 Dept 361 Unit 1863 RevSrc/Object 6993/8101

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
SW 1st Street from US 27 to SW 7th Avenue

Staff Charges/Inspection Services	\$135,000.00
Inter Local Agreement City of South Bay	<\$135,000.00>
Fiscal Impact	\$ 0.00

C. Departmental Fiscal Review: _____

Alicia Kovalainen

III. REVIEW COMMENTS

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

[Signature] 5/23/17
OFMB ET 5/23

[Signature] 6/9/17
Contract Dev and Control

B. Approved as to Form and Legal Sufficiency:

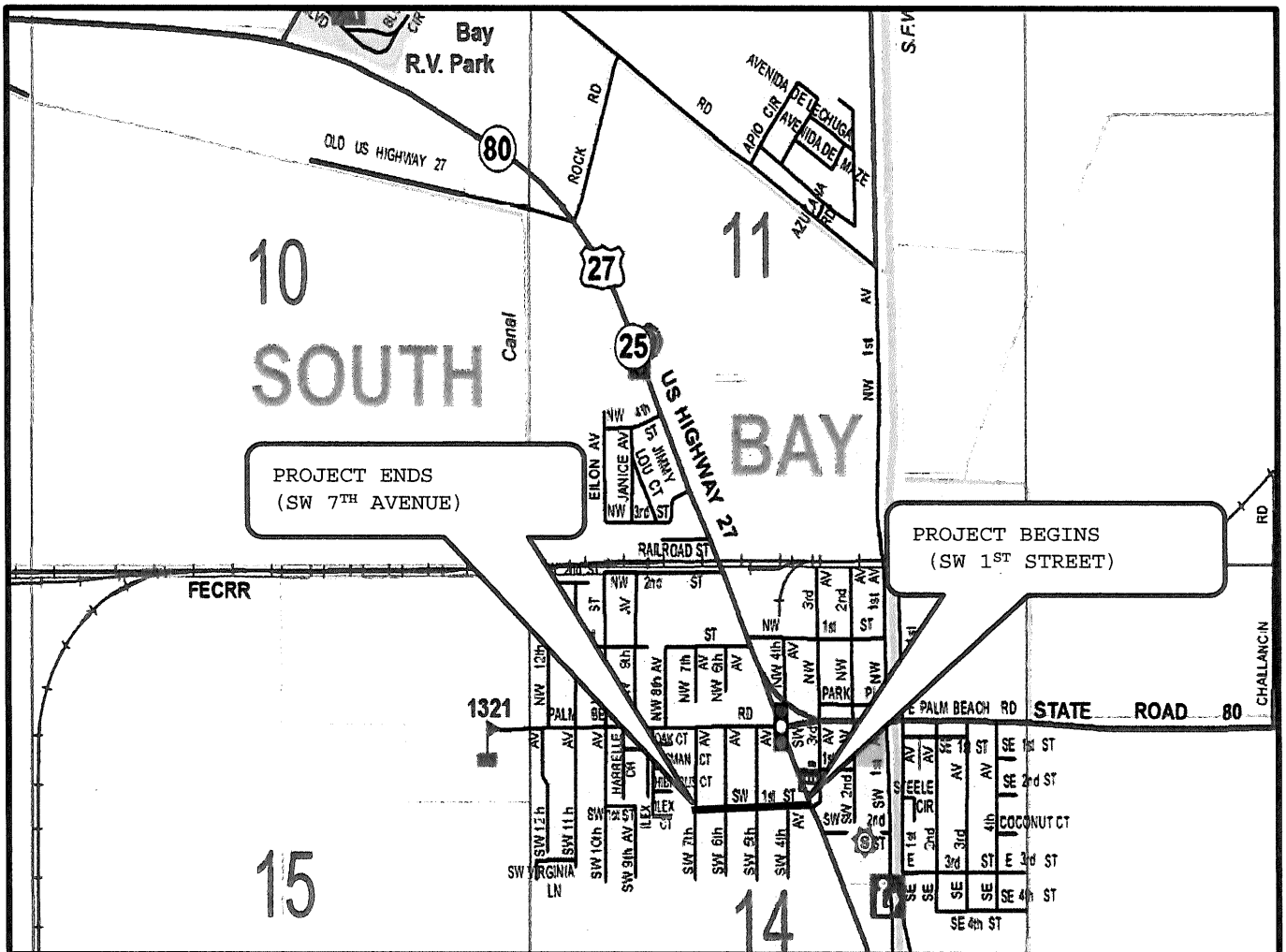
[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION
SW 1ST STREET FROM US 27 TO SW 7TH AVENUE
IMPROVEMENTS
PALM BEACH COUNTY PROJECT #2015032A



LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY, FLORIDA
AND
THE CITY OF SOUTH BAY
FOR
CONSTRUCTION INSPECTION SERVICES ON
SW 1ST ST FROM US-27 TO SW 7TH AVE (FPID#440390-1)

PALM BEACH COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT, is made and entered into this ____ day of _____, 20____, by and between Palm Beach County, a political subdivision in the State of Florida, (the "COUNTY") and the City of South Bay, a municipal corporation of the State of Florida (the "CITY").

WITNESSETH:

WHEREAS, the CITY has a road construction project to provide improvements to SW 1st Street from US-27 to SW 7th Avenue (PROJECT); and

WHEREAS, the PROJECT is within CITY owned and maintained roadway rights-of-way; and

WHEREAS, the CITY has produced or caused to be produced plans and specifications for the PROJECT; and

WHEREAS, the CITY desires to bid the PROJECT and procure the services of a construction firm (CONTRACTOR); and

WHEREAS, the CITY desires the COUNTY to provide the Construction Inspection services (CI); and

WHEREAS, the CITY is receiving a federal grant administered through the Florida Department of Transportation (FDOT) for construction and inspection; and

WHEREAS, the CITY will reimburse the COUNTY for providing CI services; 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 (collectively, the PARTIES) declare it to be in the public interest for the PROJECT to be constructed.

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 provide CI services as described in Exhibit A – Part 1. CI includes construction inspection but neither Equal Employment Opportunity (EEO) required monitoring or documentation services nor professional engineering services. CI services shall be for a maximum of 180 calendar days. Upon written request by the CITY, the time may be extended as an optional service at a rate shown in Exhibit A – Part 2.

B. The CITY agrees to fund and reimburse the COUNTY for all costs attributable to the CI. The cost for the CI is 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 CI using manhour records maintained by the COUNTY.

D. The COUNTY shall obtain the CITY's approval for any increases to the CI beyond the estimates stated in Exhibit A - Part 2. The CITY shall notify the COUNTY of its intent to approve or deny the increases within ten (10) working days of receiving the COUNTY's notice. 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. If request for increases is denied by the CITY, the COUNTY shall cease CI and will have no further obligation under this Interlocal Agreement.

E. In the event additional CI and/or funding is required for the PROJECT, beyond what was originally anticipated, the CITY shall be responsible for the additional costs.

F. The CITY shall notify the COUNTY, in writing, when CI is scheduled to start and finish. The CITY shall schedule and invite the COUNTY to all pre-construction and construction progress meetings. In the event the COUNTY ceases the CI for any reason, the CITY will reimburse the COUNTY for the CI completed as of the date the COUNTY ceased the CI. 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 shall draft and execute all change orders associated with the PROJECT.

H. The CITY will continue to be responsible for the operation and maintenance of SW 1st Street upon completion of the PROJECT.

I. The CITY will be responsible for all coordination with Florida Department of Transportation

J. The CITY will be responsible for submitting invoices to the Florida Department of Transportation

K. The CITY will be responsible for directing the CONTRACTOR and deciding any construction issues

L. The CITY will communicate directly with the CONTRACTOR and inform the COUNTY of any decisions

M. The CITY will be responsible for hiring a testing lab to perform required testing services. However, upon written request by the CITY the COUNTY will hire a testing lab to be reimbursed at actual costs as shown in Exhibit A – Part 2. The COUNTY will request CITY approval of the testing lab's scope and fee prior to executing an agreement with the lab. Any delays resulting from this procedure will be borne by the CITY.

N. The COUNTY will verify quantities on pay applications submitted by the CONTRACTOR to the CITY when requested by the CITY.

O. The CITY will be responsible for the Maintenance of Traffic plan review and approval.

P. The CITY will be responsible for shop drawing review and approval.

Q. The CITY shall provide copies of the plans and specifications to the COUNTY prior to issuing notice to proceed to the CONTRACTOR.

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 CI, 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 CI. 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 CITY and COUNTY recognize its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the CITY and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the CITY'S or COUNTY'S negligence in connection with the CI and the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an Agreement by the CITY or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.

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.

INSURANCE BY CITY:

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the City of South Bay acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the City of South Bay 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 of South Bay 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 of South Bay 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 of South Bay 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 coverages.

Compliance with the foregoing requirements shall not relieve the City of South Bay of its liability and obligations under this Agreement.

From the Contractor:

The CITY agrees to have their CONTRACTOR maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by CONTRACTOR under this contract. In addition, CONTRACTOR agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract.

Commercial General Liability The CITY agrees to have their CONTRACTOR maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis

Business Automobile Liability The CITY agrees to have their CONTRACTOR maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, the CITY agrees to have their CONTRACTOR maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. Coverage shall be provided on a primary basis

Worker's Compensation Insurance & Employers Liability The CITY agrees to have their CONTRACTOR maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis

Additional Insured The CITY agrees to have their CONTRACTOR endorse COUNTY as an Additional Insured with
a CG2026 Additional Insured or it's equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis

Waiver of Subrogation The CITY agrees to have their CONTRACTOR waive any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CITY agrees to have their CONTRACTOR notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation

requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance The CITY agrees to have their CONTRACTOR provide COUNTY a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, the CITY agrees to have their CONTRACTOR notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

PALM BEACH COUNTY
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Umbrella or Excess Liability. CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. The CITY agrees to have their CONTRACTOR endorse COUNTY as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

Right to Review COUNTY reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the COUNTY reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

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 CI has been started, it 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 of South Bay
Attn: Leondrae Camel, City Manager
335 SW 2nd Avenue
South Bay, FL 33493

All notice to the COUNTY shall be sent to:
Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach County
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 PROJECT has commenced, it 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 SOUTH BAY

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

CITY OF SOUTH BAY

PALM BEACH COUNTY, a political
Subdivision of the State of Florida,
BOARD OF COUNTY COMMISSIONERS

By: *Rae Kye*

By: _____
Mayor, *Paulette Bordick*

ATTEST:

ATTEST:

CITY CLERK

SHARON R. BOCK
CLERK & COMPTROLLER

By: *Jessica Figueroa*

By: _____
(Deputy Clerk)

(DATE)

(DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *[Signature]*
City Attorney

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*

Exhibit A

Part 1 Scope of Construction Inspection (CI)

Included in Scope:

1. Verify that the contractor constructs the Project in accordance with the Plans, permits, and Specifications provided by the CITY.
2. Maintain records of PROJECT CI
3. Verify quantities on Contractor pay applications.
4. Bring construction issues to the CITY's attention.

Optional Services:

1. Testing Lab
2. Additional Construction Inspection Days

*** - The County's responsibilities under this agreement shall be limited to the items in Part 1 of Exhibit A on this page only.

Part 2 Estimated Costs for CI

<u>Description</u>	<u>Amount</u>
Construction Inspection (CI) Roadway (up to 220 calendar days)	Estimated to be \$110,000
Construction Inspection (CI) Landscaping (up to 60 calendar days)	Estimated to be \$25,000
 <u>Optional Services</u>	
Testing Lab	Actual Cost
Additional CI days over 220 calendar days Roadway Inspection	Not to Exceed \$680/Day
Additional CI days over 60 calendar days Landscape Inspection	Not to Exceed \$525/Day

Notes:

- *220 Days will begin when City of South Bay issues Notice to Proceed to the contractor they have acquired to construct the project or upon written notification from City of South Bay to Palm Beach County, whichever occurs first.*
- *Calendar days based on 5 working days per week at 8 hours per day for one inspector.*
- *Costs above are estimates only. Actual reimbursement to be for actual costs per section 2-C.*

RESOLUTION NO. 78- 2017

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND CITY OF SOUTH BAY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of South Bay ("City") has a road construction project to provide improvements to SW 1st Street from US HWY 27 to SW 7th Avenue; includes SW 7th from MLK Blvd to terminus. ("Project"); and

WHEREAS, the Project is within City-owned and maintained roadway rights-of-way; and

WHEREAS, City has produced or caused to be produced plans and specifications for the Project; and

WHEREAS, City desires to bid the Project and procure the services of a construction firm ("Contractor"); and

WHEREAS, City desires Palm Beach County ("County") to provide Construction Inspection services ("CI"); and

WHEREAS, City is receiving a federal grant administered through the Florida Department of Transportation ("FDOT") for construction and inspection; and

WHEREAS, City will reimburse the County for providing CI services; and

WHEREAS, Section 163.01, 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; and

WHEREAS, it is in the best interest of the City to enter into an agreement with Palm Beach County for CI services.

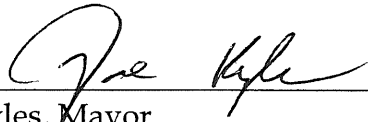
NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Authorization of Mayor and City Manager. The City Commission of the City of South Bay hereby authorizes the Mayor and City Manager to execute the Interlocal Agreement between Palm Beach County and the City of South Bay, attached hereto as Exhibit "A", and further authorizes the City Manager to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and **ADOPTED** this 18th day of April 2017.

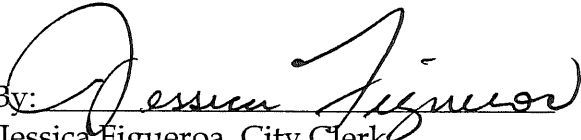


Joe Kyles, Mayor

Moved by: Commissioner Mckelvin

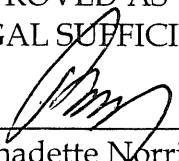
Seconded by: Commissioner Berry

Attested

By: 

Jessica Figueroa, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



Burnadette Norris-Week, Esquire
City Attorney

VOTE:

Commissioner Berry	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner McKelvin	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commissioner Scott	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice-Mayor Wilson	<input type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Kyles	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Amendment**

FUND Transportation Improvement Fund

BGRV 050817-445
BGEX 050817-1303

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/08/2017	REMAINING BALANCE
REVENUES								
SW 1st Street from US 27 to SW 7th Avenue								
3500-361-1863-6993	Engineering Inspection & Review	0	0	135,000	0	135,000		
TOTAL RECEIPTS & BALANCES		198,667,345	194,794,170	135,000	0	194,929,170		
EXPENDITURES								
SW 1st Street from US 27 to SW 7th Avenue								
3500-361-1863-8101	Contributions-Other Government	0	0	135,000	0	135,000	0	135,000
TOTAL APPROPRIATIONS & EXPENDITURES		198,667,345	194,794,170	135,000	0	194,929,170		

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

SIGNATURE

Alicia Kovalainen

DATE

5/8/17

By Board of County Commissioners
At Meeting of _____

Deputy Clerk to the
Board of County Commissioners