

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	\$ 18,778	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	(\$ 18,778)	-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 X
 Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund 3502 Dept 361 Unit 1391 Object 8101/6948

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fees - Zone 2
 Roebuck Rd/Jog Rd to Haverhill

Design Costs \$18,777.90
 Reimbursement
 City of West Palm Beach (\$18,777.90)
 Fiscal Impact .00

C. Departmental Fiscal Review: *Alicia Kovalainen*

III. REVIEW COMMENTS

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

Lisa Par 4/22/19 OFMB 8/4/17
Ann J. Jacobson 4/23/19 Contract Dev. and Control 4/23/19

B. Approved as to Form and Legal Sufficiency:

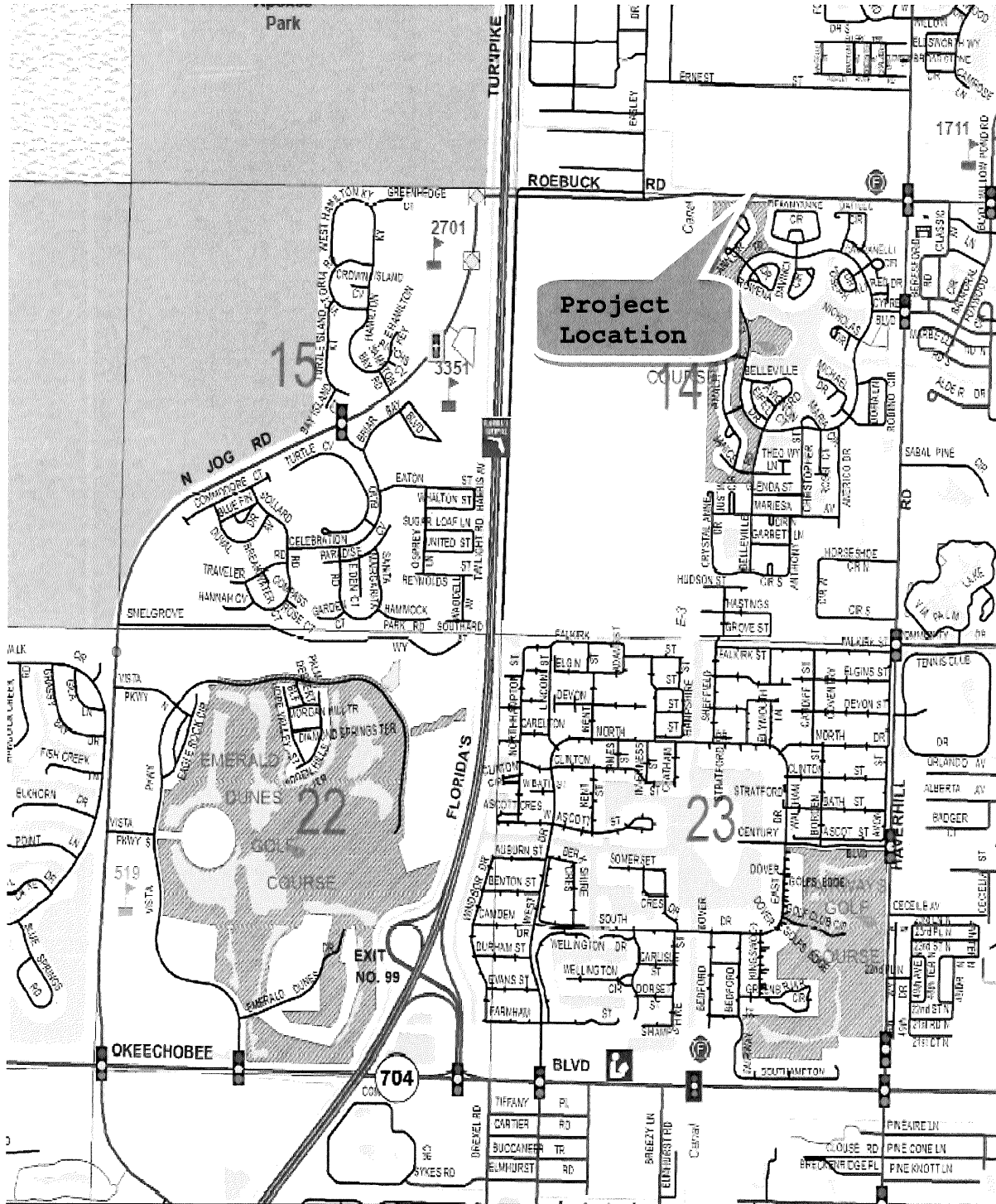
M. Hemen 4/25/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

PROJECT LOCATION



Roebuck Road from Jog Road to Haverhill Road
LOCATION MAP

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
CITY OF WEST PALM BEACH
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR DESIGN MODIFICATION TO THE
ROEBUCK ROAD FROM JOG ROAD TO HAVERHILL ROAD
PALM BEACH COUNTY PROJECT NO. 2013529**

WPB # 21947.001

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the ____ day of _____, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of West Palm Beach, a municipal corporation existing under the laws of Florida, (hereinafter "CITY"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY intend to improve Roebuck Rd. from Jog Rd. to Haverhill Rd. (hereinafter the "Project"); and

WHEREAS, the CITY has requested that the County design for certain modifications to the Project to accommodate the future City Fire Station (hereinafter "Modification"); and

WHEREAS, the CITY agrees to pay for the cost of the Modification; and

WHEREAS, both COUNTY and CITY declare that it is in the public interest that the Modification be prepared by the County's Consultant, Mock Roos & Associates, Inc. (hereinafter "Consultant"); and

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

CITY OF WEST PALM BEACH DESIGN AGREEMENT

Section 1. Recitals.

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

Section 2. COUNTY Responsibilities:

A. Consultant has prepared plans for the Project and will prepare the plans for the Modifications (collectively, the Project and Modifications, the "Improvements") as more specifically described in the Roebuck Road Modifications to accommodate a new West Palm Beach Fire Station Scope of Services for Palm Beach County Project No. 2013529 (Exhibit "A"). Exhibit "A" includes the design plans.

B. COUNTY shall obtain written approval from the CITY in advance of incurring any cost exceeding the amount in Section 3A below. CITY'S approval shall not be unreasonably withheld.

C. COUNTY shall secure all necessary easements and permits required for the Improvements.

Section 3. CITY Responsibilities:

A. CITY shall reimburse COUNTY a total estimated cost of **Eighteen Thousand Seven Hundred Seventy Seven Dollars and Ninety Cents (\$18,777.90)**, for all work in Exhibit "A". Any cost exceeding this amount attributable to Modification shall be paid by the CITY, pursuant to section 2. B. above.

B. Costs shall be based upon actual invoiced cost submitted by Consultant, with concurrence by the CITY.

Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the CITY on a monthly basis, as invoices for the Modification accrue. COUNTY'S invoice shall include supporting backup information. Within thirty (30) days of the CITY'S receipt of COUNTY invoice, CITY shall pay COUNTY'S invoice in full.

The Improvements will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the Modification are eligible for reimbursement by the CITY pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project for any reason, the CITY will reimburse the COUNTY for the Modification completed as of the date the COUNTY uses to suspend the Project. 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.

CITY OF WEST PALM BEACH DESIGN AGREEMENT

Section 5. 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 Improvements, 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 Improvements. 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 6. 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.

Neither COUNTY nor the CITY have the power or authority to bind the other in any promise, agreement or representation.

Section 7. 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.

CITY OF WEST PALM BEACH DESIGN AGREEMENT

Section 8. Indemnification:

The CITY and COUNTY recognize their 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 their own negligence in connection with the Improvements 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.

Section 9. 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 design of the Modification have been awarded to the Consultant, 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 10. 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 11. 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.

CITY OF WEST PALM BEACH DESIGN AGREEMENT

Section 12 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:

Kevin Volbrecht, P.E., Director of Engineering Services
City of West Palm Beach
401 Clematis St. 4th Floor
P.O. Bo 3366
West Palm Beach, FL 33402

All notice to the COUNTY shall be sent to:

Omelio A. Fernandez, P.E., Director
Palm Beach County Engineering & Public Works
Roadway Production Division
P.O. Box 21229
West Palm Beach, FL 33416-1229

Section 13. 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 14. 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 15. 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.

CITY OF WEST PALM BEACH DESIGN AGREEMENT

Section 16. 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 17. 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 Improvements pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 18. 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 19. Filing:

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

Section 20. 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 design of the Modification 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 21. 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 22. 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,

CITY OF WEST PALM BEACH DESIGN AGREEMENT

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 23. 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 24. 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 25. 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 26. 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 Improvements, shall survive such termination or completion of the Improvements and inure to the benefit of the Parties.

Section 27 Term:

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

CITY OF WEST PALM BEACH DESIGN AGREEMENT

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

CITY OF WEST PALM BEACH

PALM BEACH COUNTY, FLORIDA

BY: Geraldine Muoio
Geraldine Muoio, Mayor

BY: _____
Mack Bernard
Mayor



ATTEST:

ATTEST:

CITY CLERK

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Helen F. Coonan 12/17/18
(DATE)

BY: Omelio A. Fernandez
SR Omelio A. Fernandez, P.E., Director
Rof Roadway Production Division

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: JMW
CITY Attorney

BY: _____
Assistant County Attorney

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

BY: _____
(DATE)

*OK to process the
revised scope &
fee.
Kofanell
9/26/18*

EXHIBIT "A"
ROEBUCK ROAD MODIFICATIONS
to accommodate a new
WEST PALM BEACH FIRE STATION
and
POST DESIGN SERVICES
DURING CONSTRUCTION

Palm Beach County Project No. 2013529

SCOPE OF SERVICES
September 25, 2018

OVERVIEW

Mock Roos has completed the design of improvements to Roebuck Road from Jog Road to east of Haverhill Road. The project is currently under construction. Approximately 1,000 feet west of Haverhill Road the City of West Palm Beach requests that the County make certain modifications and additions to the project to accommodate a future City Fire Station. The modifications include providing an additional driveway connection, a median opening, provisions for a future mast arm traffic signal, and extension of a water main west of the fire station site. Palm Beach County desires to retain Mock Roos to incorporate these modifications to the Roebuck Road project and assist the construction coordination team as required to facilitate implementation.

In addition, the County desires Mock Roos to continue providing Post-Design Services during construction as requested by the construction coordination team, beyond the initial services provided in the Roebuck Road basic services contract. These services cover changes necessary to the design due to changed field conditions, unexpected utility conflicts and multiple shop drawing reviews.

Therefore, this Scope of Services and Fee Proposal for the Roebuck Road Modifications has been prepared. The professional engineering services will be performed under the terms and conditions established in the Mock Roos Annual Civil Engineering Contract.

TASK 1. Plan Modifications for Future CWPB Fire Station.

DESCRIPTION OF SERVICES

Professional services for this task shall include modifications to the current roadway construction plans for Roebuck Road to provide for the following:

1. Creation of a median opening from approximate Station 1219+50 to Station 1221+10. The median opening will be composed of asphalt pavement with appropriate traffic striping. No additional, or special curbing, or "drop median" is proposed.
2. Modify the existing curbing and sidewalk on the north side of Roebuck Road to provide a drop curb flared driveway-type connection to the future driveway at one (1) location, approximate Station 1220+50, or as otherwise determined by City of West Palm Beach staff. ADA accessibility will be considered in the proposed redesign. The width of the future driveway shall be determined by the City, and concurred by Palm Beach County staff.
3. Provide PVC sleeves for future traffic control wiring for a mast arm emergency signal system accommodating the future fire station. The sizes, number, and location of sleeves to be determined by Palm Beach County Traffic Engineering staff and/or the City of West Palm Beach.
4. Construction of an 8" water main extension from the existing main at the rear driveway to the nearby Publix Shopping Center, approximately 1,200 lineal feet west across the frontage of the future fire station and adjacent City owned property. Two (2) future connection points into the City's properties will be provided with proper valving at locations determined by City staff. The water main extension will be designed to the City's standards and material requirements, located predominantly behind the existing sidewalk within the City's properties.
5. Permitting of the 8" water main extension will be performed with the Palm Beach County Health Department following reviews and approvals of the plan by City of West Palm Beach utility staff. City will be responsible for application and review fees imposed by the regulatory agencies.
6. Coordination with City and County staff for review of the proposed modification plans. Up to two (2) reviews are anticipated. Comments will be incorporated as appropriate prior to release of plans for construction.
7. Upon concurrence of both City and County Roadway Production staff, and release of the water main construction by the Palm Beach County Health Department, sufficient copies of the modified plans will be released to the County construction coordination team for contractor pricing, and issuance of the construction change directive.
8. Once the plan modifications begin implementation Mock Roos senior engineer staff will be available to the construction coordination team to perform shop drawing reviews, field inspections and support services during construction. These services are considered OPTIONAL, and will be performed on an hourly basis, up to 8 hours of senior engineer time.

The above described plan modifications will require the following:

1. No additional new surveys to be performed. All supporting information regarding proposed fire station and existing/proposed water mains to be provided directly by the City of West Palm Beach.
2. Revise the following construction drawings:
 - a. Plan & Profile sheets (1 estimated, 1"=40' scale - 11x17 format)
 - b. Miscellaneous Detail sheet, as required
 - c. Roadway Cross Sections at 100' intervals, estimated 2 required.
 - d. Signing and Pavement Marking plan sheets (1 estimated)
3. Provide changes in Roebuck Road plan quantities to affected plan items, including but not limited to: Class I Concrete, Type F curb & gutter, embankment, excavation, stabilized subgrade, baserock, asphaltic concrete, concrete sidewalk, PVC conduits, pull boxes, sod, etc.
4. Prepare construction plans for the approximate 1,200 LF 8" water main extension including fittings, valves, restraints, thrust blocks, connection details, sample points, etc., as required under the City of West Palm Beach and Palm Beach County Health Department design standards and regulations. Applicable Detail sheets will be included to effect a complete installation.
5. Provide estimated quantities of the proposed 8" water main extension with fittings and appurtenances.

Task 1. Professional Service Fees

<input checked="" type="checkbox"/> Plan Modifications and Permitting	✓ \$17,407.62 Lump Sum (Includes
<input checked="" type="checkbox"/> OPTIONAL Construction Phase Services	✓ \$ 1,370.28 Hourly Print Costs)
Total Estimated Professional Fees	✓ \$18,777.90

SCHEDULE

The plan modification work will be performed within approximately 90 calendar days following the official written approval and authorization to provide these services.

The work to be performed for this task shall be in accordance with the terms and provisions of the Annual Civil Engineering Agreement, including amendments and clarifications, between Palm Beach County and Mock Roos, dated March 22, 2016, except as amended above. Any additional services requested by the County beyond this scope of services shall be performed under a separate agreement.

TASK 2. Post Design Services During Construction

DESCRIPTION OF SERVICES

Mock Roos has provided certain post design services on Roebuck Road to Palm Beach County under an initial optional authorization on the design project. County staff informed Mock Roos that they would like to continue to retain the firm to continue to provide services during the construction phase of the project. Thus, this proposal and Scope of Services is provided.

Professional engineering services will continue to be provided by Mock Roos during the construction phase of the project, only as authorized by Palm Beach County. The expected work could include providing consultations to assist County construction personnel, field inspections of contractor work, reviews of shop drawings of specific construction elements such as drainage catch basins, or manufactured items, and other services requested by the County. Services shall be billed on an hourly basis at the rates established in the attached fee estimate. An estimated 180 hours of time for senior engineers is included in this scope of services and fee proposal.

The work to be performed under this agreement shall be in accordance with the terms and provisions of the Annual Civil Engineering Services Agreement, including amendments and clarifications, between Palm Beach County and Mock Roos, dated March 22, 2016, except as amended above. Any additional services requested by the County beyond this scope of services shall be performed under a separate agreement.

Task 2. Professional Service Fees

* Post Design – Construction Phase Services	✓ \$31,170.60 Hourly
Total Estimated Professional Services Fees	✓ \$31,170.60

SCHEDULE

This work will be performed within the construction period of the project, following the official written approval and authorization to provide these services.

OVERALL PROFESSIONAL SERVICE FEES

Task 1 - Plan Modifications and Permitting ✓ \$17,407.62 Lump Sum (100% of Plan Cost)
Construction Phase Services (Optional) ✓ \$ 1,370.28 Hourly
Total Estimated Task 1 Fees ✓ **\$18,777.90** (Costs)

Task 2 - Post Design Construction Phase Services ✓ \$31,170.60 Hourly
Total Estimated Task 2 Fees ✓ **\$31,170.60**

GRAND TOTAL ESTIMATED FEES ✓ **49,948.50**

The work to be performed under this authorization shall be in accordance with the terms and provisions of the Annual Civil Engineering Agreement, including amendments and clarifications, between Palm Beach County and Mock Roos, dated March 22, 2016, except as amended above. Any additional services requested by the County beyond this scope of services shall be performed under a separate agreement.

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

FUND Road Program Impact Fees Zone-2

BGRV 040419-460
BGEX 040419-1232

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/04/19	REMAINING BALANCE
REVENUES								
<u>Roebuck Rd/Jog Rd to Haverhill Rd</u>								
3502-361-1391-6948	Utility Relocation Reimbursements	<u>211,720</u>	<u>211,720</u>	<u>18,778</u>	<u>0</u>	<u>230,498</u>		
TOTAL RECEIPTS & BALANCES		59,028,138	55,995,998	18,778	0	56,014,776		
EXPENDITURES								
<u>Roebuck Rd/Jog Rd to Haverhill Rd</u>								
3502-361-1391-8101	Contributions Other Governmental Agencies	<u>211,720</u>	<u>211,720</u>	<u>18,778</u>	<u>0</u>	<u>230,498</u>	192,472	38,026
TOTAL APPROPRIATIONS & EXPENDITURES		59,028,138	55,995,998	18,778	0	56,014,776		

	SIGNATURE	DATE	By Board of County Commissioners
Engineering & Public Works	<u><i>Alex Kovalainen</i></u>	<u>4/4/19</u>	At Meeting of _____
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners