

RESOLUTION NO. 29.05.06

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY FOR FUNDING FOR ENGINEERING AND DESIGN OF THE IMPROVEMNTS TO PARK AVENUE BETWEEN 7TH STREET AND FEDERAL HIGHWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (“Town”) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town having applied for and received approval for funding the Improvements to Park Avenue between 7th Street and Federal Highway; and

WHEREAS, the Town desires to enter into a Financial Assistance Agreement with Palm Beach County (“County”) and;

WHEREAS, the Town Commission has determined that it is in the best interests of the citizens of the Town to enter into a Financial Assistance Agreement with Palm Beach County for Financial Assistance for the engineering and design of the improvements to Park Avenue between 7th Street and Federal Highway

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

SECTION 1.

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

SECTION 2.

The Mayor is hereby authorized and directed to execute the Financial Assistance Agreement with Palm Beach County for the engineering and design of the improvements to Park Avenue between 7th Street and Federal Highway

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

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

	AYE	NAY
MAYOR PAUL W. CASTRO	<u>X</u>	___
VICE-MAYOR ED DALY	<u>X</u>	___
COMMISSIONER CHUCK BALIUS	<u>X</u>	___
COMMISSIONER JEFF CAREY	<u>X</u>	___
COMMISSIONER PATRICIA OSTERMAN	<u>X</u>	___

The Town Commission thereupon declared the foregoing Resolution NO. 29.05.06 duly passed and adopted this 17 day of May, 2006.

TOWN OF LAKE PARK, FLORIDA

BY: 
PAUL W. CASTRO
MAYOR

ATTEST:


Vivian Mendez
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**FINANCIAL ASSISTANCE AGREEMENT FOR TOWN OF LAKE PARK
PARK AVENUE ENGINEERING AND BEAUTIFICATION DESIGN**

THIS INTER-LOCAL AGREEMENT is made and entered into this ____ day of _____, 2006, by and between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida, hereinafter "TOWN", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, TOWN is undertaking engineering and design for the reconfiguration and beautification of Park Avenue from Seventh Street to Federal Highway, hereinafter "DESIGN"; and

WHEREAS, COUNTY believes that such efforts by TOWN serve a public purpose in planning for the reconfiguration and beautification of this public roadway and wishes to support TOWN's DESIGN by providing reimbursement funding for the cost of the DESIGN from Commission District 1 Discretionary Funds for Improvements, in an amount not to exceed ONE HUNDRED SIXTY THOUSAND and 00/100 DOLLARS (\$160,000.00); and

WHEREAS, the DESIGN is in anticipation of TOWN's future construction of the designed road and beautification, and then perpetual maintenance by TOWN.

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

1. The above recitals are true, correct and are incorporated herein.
2. COUNTY agrees to provide to TOWN reimbursement funding for documented costs from Commission District 1 Discretionary Funds for DESIGN in an amount not to exceed ONE HUNDRED SIXTY THOUSAND and 00/100 DOLLARS (\$160,000.00) for TOWN's DESIGN.
3. COUNTY agrees to reimburse TOWN the amount established in paragraph 2 for costs associated with the DESIGN, upon TOWN's submission of acceptable documentation needed to substantiate their costs for the DESIGN. COUNTY will use its best efforts to provide said funds to TOWN on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.

1 **4. The COUNTY's obligation and performance under this Agreement is**
2 **limited to its payment obligation and shall have no obligation to any other person or**
3 **entity.**

4 **5. TOWN agrees to assume all responsibility for preparation, procurement**
5 **and administration of the contract(s) for the DESIGN, including payment(s) to**
6 **contractor(s), pursuant to all applicable governmental laws and regulations and will**
7 **comply with all applicable governmental codes and permitting requirements.**

8 **6. TOWN will obtain or provide all labor and materials associated with the**
9 **DESIGN. COUNTY shall have the final determination of eligibility for reimbursement.**
10 **TOWN shall furnish the Manager, Streetscape Section, of COUNTY's Department of**
11 **Engineering and Public Works with a request for payment supported by the**
12 **following:**

13 **a. A Contract Payment Request Form and a Contractual Services**
14 **Purchases Schedule Form, attached hereto and incorporated herein as**
15 **Exhibit "A" (pages 1 and 2) which are required for each and every**
16 **reimbursement requested by TOWN. Said information shall list each**
17 **invoice payable by TOWN and shall include the vendor invoice number,**
18 **invoice date, and the amount payable by TOWN. TOWN shall attach a**
19 **copy of each vendor invoice paid by TOWN along with a copy of the**
20 **respective check and shall make reference thereof to the applicable**
21 **item listed on the Contractual Services Purchases Schedule Form.**
22 **Further, the Program Administrator and the Program Financial Officer**
23 **for TOWN shall also certify that each vendor invoice listed on the**
24 **Contractual Services Purchases Schedule Form was paid by TOWN as**
25 **indicated.**

1 7. TOWN shall maintain adequate records to justify all charges, expenses,
2 and costs incurred in performing the DESIGN for at least three (3) years after the
3 completion of such DESIGN. COUNTY shall have access to all books, records and
4 documents as required in this Section for the purpose of inspection or audit during
5 normal business hours.

6 8. All DESIGN shall be completed and final invoices submitted to COUNTY
7 no later than June 30, 2007, and COUNTY shall have no obligation to TOWN or any
8 other entity or person for any cost incurred thereafter unless the time for completion
9 is extended by modification of this Agreement as provided herein.

10 9. TOWN recognizes that it is an independent contractor, and not an agent
11 or servant of COUNTY or its Board of County Commissioners. In the event a claim or
12 lawsuit is brought against COUNTY, its officers, employees, servants or agents,
13 relating to the DESIGN or any item which is the responsibility of TOWN, TOWN
14 hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless
15 COUNTY, its officers, employees, servants or agents, and to defend said persons
16 from any such claims, liabilities, causes of action and judgments of any type
17 whatsoever arising out of or relating to the negligent or wrongful acts or omissions
18 of TOWN relating to the obligations of TOWN under this Agreement. TOWN, to the
19 extent permitted by law, agrees to pay all costs, attorney's fees and expenses
20 incurred by COUNTY, its officers, employees, servants or agents in connection with
21 such claims, liabilities or suits except as may be incurred due to the negligence of
22 COUNTY.

23 10. TOWN shall, at all times during the term of this Agreement, maintain in
24 force its status as an insured municipal corporation.

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

7 **12. TOWN shall require each contractor engaged by TOWN for work**
8 **associated with this Agreement to maintain:**

9 **a. Workers' Compensation coverage in accordance with Florida**
10 **Statutes, and;**

11 **b. Commercial General Liability coverage, including vehicle coverage,**
12 **in combined single limits of not less than ONE MILLION AND 00/100**
13 **DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage**
14 **as an additional insured.**

15 **13. In the event of termination, TOWN shall not be relieved of liability to**
16 **COUNTY for damages sustained by COUNTY by virtue of any breach of the contract**
17 **by TOWN; and COUNTY may withhold any payment to TOWN for the purpose of set-**
18 **off until such time as the exact amount of damages due COUNTY is determined.**

19 **14. TOWN's termination of this AGREEMENT shall result all obligations of**
20 **COUNTY for funding contemplated herein to be canceled.**

21 **15. COUNTY and TOWN agree that no person shall, on the grounds of race,**
22 **color, national origin, sexual orientation, religion or creed, sex, age, or handicap be**
23 **discriminated against in performance of the Agreement.**

24 **16. In the event that any section, paragraph, sentence, clause, or provision**
25 **hereof is held invalid by a court of competent jurisdiction, such holding shall not**
26 **affect the remaining portions of this Agreement and the same shall remain in full**
27 **force and effect.**

1 **21. Each party agrees to abide by all laws, orders, rules and regulations and**
2 **TOWN will comply with all applicable governmental codes related to the DESIGN.**

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

7 **23. TOWN shall promptly notify COUNTY of any lawsuit-related complaint,**
8 **or cause of action threatened or commenced against it which arises out of or**
9 **relates, in any manner, to the performance of this Agreement.**

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

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

17 **26. This Agreement represents the entire understanding among the parties,**
18 **and supersedes all other negotiations, representations, or agreements, either written**
19 **or oral, relating to this Agreement.**

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

22 **28. This Agreement shall take affect upon execution and the effective date**
23 **shall be the date of execution.**

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

TOWN OF LAKE PARK

(TOWN SEAL)

TOWN OF LAKE PARK,
BY ITS TOWN COUNCIL

ATTEST:

TOWN OF LAKE PARK SEAL

By: [Signature]
TOWN CLERK

By: [Signature]
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

FLORIDA

By: [Signature]
TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
TONY MASILOTTI, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: _____

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

Exhibit A

(Project)

Grantee _____ Request Date _____

Billing # _____ Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator/Date

Financial Officer/Date

<u>PBC USE ONLY</u>	
County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____
Reviewed and Approved by:	_____
	PBC Project Administrator/Date

	Assistant County Engineer or Fiscal Manager/Date

