

**RESOLUTION NO. 67-09-07**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY FOR THE REIMBURSEMENT OF DOCUMENTED COSTS IN AN AMOUNT NOT TO EXCEED FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00), INCURRED BY THE TOWN FOR THE DESIGN, INSTALLATION, OPERATION AND MAINTENANCE OF STREET LIGHTING ALONG SILVER BEACH ROAD BETWEEN CONGRESS AVENUE AND AVENUE "S" IN THE TOWN OF LAKE PARK; 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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

**WHEREAS**, the Town is undertaking the installation of street lighting improvements, which include the design, installation, operation, and maintenance of the street lighting along Silver Beach Road between Congress Avenue and Avenue "S" within the Town; and

**WHEREAS**, Palm Beach County ("County") believes that the street lighting improvements to be installed by the Town along Silver Beach Road, serve a public purpose in the enhancement and safety of the Town, and

**WHEREAS**, the County wishes to support the Town's installation of the street lighting improvements by providing supplemental reimbursement funding for the Town's documented costs of the street lighting improvements in an amount not to exceed fifty eight thousand dollars (\$58,000.00); and

**WHEREAS**, after the installation of the street lighting, the Town will be responsible for the subsequent maintenance of the street lighting improvements; and

**WHEREAS**, both the Town and Palm Beach County have already entered into contracts with Erdman Anthony of Florida, Inc., for professional services related to the design and construction of this street lighting project; and

**WHEREAS**, the Town has budgeted funds in its 2008 fiscal year budget which are available for the street lighting project, and the Town Commission desires to take advantage of the agreement by the County to provide \$58,000.00 in reimbursement funding for the documented costs of the street lighting improvements; and

**WHEREAS**, the funding agreement has been memorialized in a written Interlocal Agreement between the parties, and a copy of the Interlocal Reimbursement Agreement between the Town and Palm Beach County is attached hereto as **Exhibit “A”**; and

**WHEREAS**, Town staff is recommending that the Town Commission authorize and direct the Mayor to execute the attached Interlocal Agreement on behalf of the Town.

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

**Section 1.** The whereas clauses are hereby incorporated herein as true and correct findings of fact of the Town Commission.

**Section 2.** The Mayor is hereby authorized and directed to execute the Interlocal Reimbursement Contract between the Town of Lake Park and Palm Beach County attached hereto as **Exhibit “A”**.

**Section 3.**

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Vice-Mayor Daly, 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. 67-09-07 duly passed and adopted this 12 day of September, 2007.

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

**REIMBURSEMENT AGREEMENT  
WITH PALM BEACH COUNTY AND  
THE TOWN OF LAKE PARK  
FOR THE INSTALLATION OF STREET LIGHTING  
ON SILVER BEACH ROAD FROM AVENUE 'S' TO CONGRESS AVENUE**

**R2007-2154**

THIS REIMBURSEMENT AGREEMENT is made and entered into this \_\_\_\_\_ day of ~~DEC 04 2007~~, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and THE TOWN OF LAKE PARK, a municipal corporation of the State of Florida hereinafter referred to as "TOWN"

**WITNESSETH:**

**WHEREAS**, the TOWN is undertaking the installation of street lighting along Silver Beach Road within the TOWN limits hereinafter referred to as "IMPROVEMENTS"; and

**WHEREAS**, the IMPROVEMENTS include the design, installation, operation, and maintenance of street lighting within the TOWN limits; and

**WHEREAS**, the COUNTY believes that the IMPROVEMENTS to this street serve a public purpose in the enhancement and safety of the TOWN and wishes to support the IMPROVEMENTS by providing supplemental reimbursement funding for the documented costs of the IMPROVEMENTS in an amount not to exceed FIFTY EIGHT THOUSAND DOLLARS (\$58,000) and

**WHEREAS**, after the installation of the IMPROVEMENTS, the TOWN will be responsible for the subsequent maintenance of the IMPROVEMENTS.

**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 incorporated herein.
2. The COUNTY agrees to provide to the TOWN reimbursement funding for documented costs of the IMPROVEMENTS in an amount not to exceed FIFTY EIGHT THOUSAND DOLLARS (\$58,000).
3. The COUNTY agrees to reimburse the TOWN the amount established in paragraph 2 for costs associated with the IMPROVEMENTS, upon the TOWN'S submission of acceptable documentation needed to substantiate its cost for the IMPROVEMENTS. The COUNTY will use its best efforts to provide said funds to

the **TOWN** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **TOWN** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **TOWN** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **TOWN** shall furnish to the **COUNTY'S** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the **TOWN**. Said information shall list each invoice payable by the **TOWN** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **TOWN** shall attach a copy of each vendor invoice paid by the **TOWN** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **TOWN'S** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **TOWN** as indicated.

7. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **TOWN** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

8. The **TOWN** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following installation. The **TOWN** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for the **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than November 30, 2009, and the **COUNTY** shall have no

obligation to the **TOWN** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law; the **TOWN** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **TOWN'S** negligence in connection with this Agreement or the performance by the **TOWN** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

11. The **TOWN** shall, at all times during the term of this Agreement, maintain appropriate insurance.

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

13. The **TOWN** shall require each contractor engaged by the **TOWN** for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- a. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- b. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05.

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

15. The TOWN'S termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.

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

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

18. 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 paid, to the following:

AS TO THE COUNTY

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

AS TO THE CITY

The Town of Lake Park  
Mr. Patrick Sullivan  
Community Development Director  
535 Park Avenue  
Lake Park, Florida 33403

19. This Agreement shall be construed and governed by 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 other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now 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 shall preclude any other or further exercise thereof.

20. 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; provided, however, that this clause pertains only to the parties to the Agreement.

21. 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.
22. Each party agrees to abide by all laws, orders, rules and regulations and the TOWN will comply with all applicable governmental codes during the IMPROVEMENTS.
23. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
24. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
25. 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.
26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
28. This Agreement shall take effect upon execution and the effective date 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.

R2007-2154  
DEC 04 2007

THE TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA, BY IT'S BOARD OF COUNTY COMMISSIONERS

By: *Paul White*  
Mayor

By: *Addie L. Greene*  
Addie L. Greene Chair



ATTEST:

By: *Union Mendez*  
City Clerk

SHARON R. BOCK, CLERK OF COMPTROLLER  
By: *Tracy Powell*  
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*  
City Attorney

By: *[Signature]*  
Assistant County Attorney

Date: Sept. 12, 2007

By: \_\_\_\_\_

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*

Date: 10/26/07

**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	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	_____	_____	_____

Certification: I hereby certify that the above was 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

**PBC USE ONLY**

County Funding Participation	\$ _____
Total Project Costs	\$ _____
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

