

**CITY OF RIVIERA BEACH UTILITY DISTRICT BOARD  
AGENDA ITEM SUMMARY**

MEETING DATE: November 7, 2012

AGENDA ITEM SUMMARY NO. J12-111-01

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING
- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST HEARING

- REGULAR
- RESOLUTION
- DISCUSSION & DELIBERATION
- BOARD APPOINTMENT
- WORKSHOP

**TITLE/SUBJECT: INTER-LOCAL AGREEMENT WITH RIVIERA BEACH CRA FOR DESIGN, SURVEYING, CONSTRUCTION ADMINISTRATION FOR BURIAL OF OVERHEAD UTILITY LINES**

**RECOMMENDATION / MOTION: STAFF RECOMMENDS APPROVAL OF A RESOLUTION TO AUTHORIZE THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE INTER-LOCAL AGREEMENT BETWEEN THE RIVIERA BEACH UTILITY SPECIAL DISTRICT AND THE RIVIERA BEACH CRA FOR DESIGN, SURVEYING, CONSTRUCTION ADMINISTRATION FOR BURIAL OF OVERHEAD UTILITY LINE AGREEMENT.**

*Assistant City Manager/City Manager	Library
*District Attorney	Marina
*District Clerk	Police
Community Development	Public Works
Finance	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Systems	*Utility Special District

APPROVED BY DISTRICT EXECUTIVE DIRECTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

Originating Dept. Utility Special District / CRA	Costs: <u>\$189,928</u>	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied _____ <input type="checkbox"/> Tabled to _____ <input type="checkbox"/> Referred to Staff _____
User Dept.	Current FY: <u>2012-2013</u> Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other: CRA CRA Resolution 2012-31	Attachments: 1.Resolution 2.Resolution 12-12UD 3.Inter-local Agreement Between USD and CRA including Scope of Services
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	Budget Account Number: 411-1417-536-1-3103	
Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

**BACKGROUND/SUMMARY:**

The District is requesting approval of a Resolution authorizing the Chairperson and District Clerk to execute the Inter-local Agreement between the City of Riviera Beach Utility Special District (Utility District) and the Riviera Beach Community Redevelopment Agency which was approved at the UTILITY DISTRICT Board of Directors meeting on September 19, 2012. Authorization for the Chairperson and District Clerk to approve the Inter-local Agreement was not included in Resolution 12-12UD also approved at their September 10, 2012 meeting. The Community Redevelopment Agency approved the Inter-local Agreement on October 10, 2012.

**FISCAL IMPACT ANALYSIS**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>\$189,928</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (City)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NO. ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X Fiscal Year 2012-13

Budget Account No.: Fund 411 Dept/Division 1417 Org. 5361 Object 3101

Account Number \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category: Prof. Serv. Engineering Underground Utilities

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

The Scope of Services with the Utility District Consulting Engineer "Chen Moore & Associates" will cost \$189,928. The Riviera Beach Community Redevelopment Agency will provide funding in one lump sum for the project in accordance with the Inter-local Agreement.

C. District Fiscal Review:

\_\_\_\_\_  
 Mr. Louis C. Aurigemma, P.E., Executive Director

III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grant Comments:

\_\_\_\_\_  
 Finance Department

\_\_\_\_\_  
 Purchasing and Grants

B. Other Department Review:

\_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE THE INTER-LOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (UTILITY DISTRICT) AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR THE DESIGN COORDINATION AND CONSTRUCTION MANAGEMENT FOR OVERHEAD UTILITY BURIAL WITHIN THE US-1 CORRIDOR AND THE CRA MARINE DISTRICT SOUTH AREA.**

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

**WHEREAS, UTILITY DISTRICT Resolution Number 12-12UD approved by the UTILITY DISTRICT Board of Directors at their September 19, 2012 meeting did not authorize the Chairperson and District Clerk to execute said agreement.**

**NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1: That the UTILITY SPECIAL DISTRICT Board hereby authorizes the Chairperson and District Clerk to execute the attached Inter-local Agreement.**

**SECTION 2: This Resolution shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT.**

**PASSED AND APPROVED this 7<sup>th</sup> day of NOVEMBER, 2012.**

UTILITY SPECIAL DISTRICT

APPROVED:

\_\_\_\_\_  
BILLIE E. BROOKS  
CHAIRWOMAN

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
UTILITY SPECIAL DISTRICT CLERK

\_\_\_\_\_  
DAWN S. PARDO  
VICE CHAIRPERSON

\_\_\_\_\_  
CEDRICK A. THOMAS  
BOARD MEMBER

\_\_\_\_\_  
JUDY L. DAVIS  
BOARD MEMBER

\_\_\_\_\_  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS \_\_\_\_\_ REVIEWED AS TO LEGAL SUFFICIENCY

D. PARDO \_\_\_\_\_ PAMALA HANNA RYAN, CITY ATTORNEY

J. DAVIS \_\_\_\_\_ Date: \_\_\_\_\_

C. THOMAS \_\_\_\_\_ DATE: \_\_\_\_\_

S. LOWE \_\_\_\_\_

RESOLUTION NO. 12-12UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT (UTILITY DISTRICT) AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE DESIGN COORDINATION AND CONSTRUCTION MANAGEMENT FOR OVERHEAD UTILITY BURIAL WITHIN THE US-1 CORRIDOR AND THE CRA MARINE DISTRICT SOUTH AREA; AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT OF THE AGREEMENT; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide 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 exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the UTILITY DISTRICT has entered into a Joint Participation Agreement with the Florida Department of Transportation to install new water and sewer lines within the Broadway Corridor during the roadway reconstruction project; and

**WHEREAS**, the Florida Department of Transportation roadway improvement schedule is not flexible and the coordination of the planned underground conduit design and installation can only be achieved by utilizing the UTILITY DISTRICT who is already coordinating an approved existing project within the roadway improvement; and

**WHEREAS**, the CRA desires to contract with the UTILITY DISTRICT in order to expand the DISTRICT's planned work within the US-1 corridor to accommodate the burial of overhead utility lines including design and oversight of the installation of underground conduit; and

**WHEREAS**, the UTILITY DISTRICT and the CRA recognizes that the process is contingent upon agreement of design and construction by Florida Power & Light, the Florida Department of Transportation and the other overhead utility providers, and recognizes the need to mobilize our efforts quickly to integrate the burial efforts with the FDOT roadway reconstruction project; and

**WHEREAS**, the CRA desires to provide funding for project management, coordination, design, easement surveying & construction oversight in accordance with Exhibit A of the Interlocal Agreement; and

**WHEREAS**, funding for the project is estimated to cost \$189,928, with the total project expected to cost approximately \$1.9 million; and

**WHEREAS**, the Community Redevelopment Agency approved Resolution 2012-31 approving the Interlocal Agreement on August 29, 2012.

**NOW, THEREFORE, BE IT RESOLVED BY THE UTILITY SPECIAL DISTRICT OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:**

**SECTION 1:** That the UTILITY SPECIAL DISTRICT Board hereby approves the attached Interlocal Agreement.

**SECTION 2:** That the Interim DISTRICT Finance Director is authorized to set up an Account for the project, which will be funded by the CRA.

**SECTION 3:** Payment of \$189,928 shall be made by the CRA to the DISTRICT upon execution of this Agreement. Payments shall be made by the DISTRICT to the consulting engineer within thirty (30) days following invoice approval. Invoice approval by the CRA shall be made within fifteen (15) days upon receipt from the DISTRICT. Should the project cost more than \$189,928, the parties agree to modify this Agreement to provide for additional funding. In no event will the District be required to provide funding for the project.

**SECTION 4:** The Chair and Executive Director of the UTILITY DISTRICT are hereby authorized to execute the attached Interlocal Agreement.

**SECTION 5:** This Resolution shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT.

**PASSED AND APPROVED this 19<sup>th</sup> day of SEPTEMBER, 2012.**

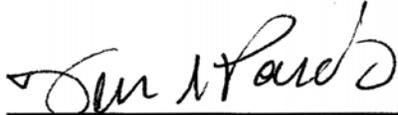
UTILITY SPECIAL DISTRICT

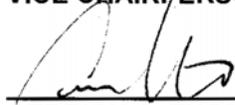
APPROVED:

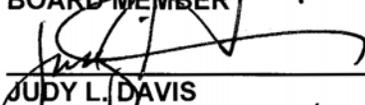
  
BILLIE E. BROOKS  
CHAIRWOMAN

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
UTILITY SPECIAL DISTRICT CLERK

  
DAWN S. PARDO  
VICE CHAIRPERSON

  
CEDRICK A. THOMAS  
BOARD MEMBER

  
JUDY L. DAVIS  
BOARD MEMBER

  
SHELBY L. LOWE  
BOARD MEMBER

MOTIONED BY: C. THOMAS

SECONDED BY: J. DAVIS

B. BROOKS AYE

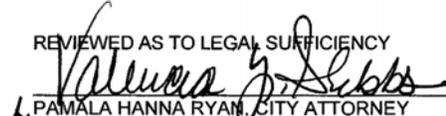
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 9/18/12

DATE: \_\_\_\_\_

**THIS INTERLOCAL AGREEMENT** ("Agreement") is entered into between the City of Riviera Beach Utility Special District, a Special District existing under the laws of the State of Florida, hereinafter referred to as the "District", and the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida (hereinafter referred to as "CRA"), each constituting an agency as defined in Part I of Chapter 163, Florida Statutes.

**WITNESSETH:**

**WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes public agencies of this state to make the most efficient use of their powers by enabling them to cooperate with other public agencies of this state on a basis of mutual advantage and thereby to provide 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 exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and**

**WHEREAS, the CRA has budgeted \$1,931,100 for the burial of overhead utility lines within the Broadway Corridor; and**

**WHEREAS, the CRA, desires to work with existing overhead utility providers to install underground conduit for burial of overhead utility lines during the Florida Department of Transportation roadway reconstruction scheduled for the Broadway Corridor starting in August 2012 and extending through December 2014; and**

**WHEREAS, the Utility District has entered into a Joint Participation Agreement with the Florida Department of Transportation to install new water and sewer lines within the Broadway Corridor during the roadway reconstruction project; and**

**WHEREAS, the Florida Department of Transportation roadway improvement schedule is not flexible and the coordination of the planned underground conduit design and installation can only be achieved by utilizing the Utility District who is already coordinating an approved existing project within the roadway improvement; and**

**WHEREAS, the CRA desires to contract with the Utility District in order to expand the DISTRICT's planned water and sewer work within the corridor to install underground conduit for the future burial of overhead utility lines; and**

**WHEREAS, the CRA recognizes that the utility burial project is contingent upon agreement of design and construction by Florida Power & Light, the Florida Department of Transportation and the other overhead utility providers, and recognizes the opportunity to**

realize potentially significant time and cost savings by installing the utility conduit during the roadway reconstruction project; and

WHEREAS, the CRA desires to provide funding for project management, coordination, engineering design, easement surveying & construction oversight; and

WHEREAS, funding for the project is estimated to cost \$189,928, with the total project expected to cost approximately 1.9 million dollars (\$1.9 million).

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants set forth, the DISTRICT and the CRA do hereby agree as follows:

**Section 1. Recitals.** The above recitals are true and hereby made a part of this Agreement.

**Section 2. Purpose.** The purpose of this Agreement is to provide for the design and project coordination for the installation of underground conduit within the Broadway (US-1) Corridor by the DISTRICT starting at 11<sup>th</sup> street and proceeding north towards the project limits (Blue Heron Boulevard) (hereinafter "project"). The final northern project limits to be determined by Florida Power and Light, the DISTRICT, and the CRA in consideration of available budgets and existing constraints of the roadway reconstruction project.

**Section 3. Payment.** The Executive Director of the CRA is hereby authorized to provide \$189,928 to the DISTRICT for project management, coordination, design, easement surveying and construction oversight by the DISTRICT's consulting engineer as provided by the Scope of Services in Exhibit A, attached hereto. Payment of \$189,928. shall be made by the CRA to the DISTRICT upon execution of this agreement. Payments shall be made by the DISTRICT to the consulting engineer following invoice approval by the CRA. Should the project cost more than \$189,928, the parties agree to modify this Agreement to provide for additional funding. In no event will the District be required to provide funding for the project.

Additional funding for construction will be required by the CRA to implement the underground installation and may be provided by future amendments to this Agreement. Should this project result in an increase in the overall cost of the roadway reconstruction project of the Broadway Corridor, then the CRA agrees to pay the City and/or DISTRICT the increased amount that is attributable to the this project.

**Section 4. Management and Control.** The DISTRICT shall manage and control the first phase of the project described above, and shall coordinate with the CRA regarding all aspects of the project. The DISTRICT shall utilize the Scope of Services attached in Exhibit A, or obtain approval of the CRA Executive Director for any material changes before finalizing the proposed contract with the DISTRICT's consulting engineer to complete the project. The CRA must agree to fund any additional work.

**Section 5. Notice.** For the purposes of this Agreement, the DISTRICT's representative shall be the Executive Director and the CRA's representative shall be the CRA Planning and Development Director. All notices should be sent to their attention.

**Section 6. Indemnification.** The CRA agrees to protect, defend, reimburse, indemnify and hold the DISTRICT, its agents, employees and representatives harmless at all times from and against any and all claims, liability, expenses of every kind and character against and from

**the DISTRICT which may arise out of this Agreement. Nothing contained in this Agreement shall be deemed consent by the CRA or the DISTRICT to waive sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.**

**Section 7. Termination. This Agreement may be terminated for convenience by either party on 30 days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. CRA shall be obligated to pay the DISTRICT for all work completed up to the date of termination pursuant to this paragraph.**

**Section 8. Severability. Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.**

**Section 9. Entirety of Agreement. This Agreement and attachments represent the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto.**

**Section 10. Effective Date and Filing. . This Agreement shall become effective immediately upon the execution by the proper officers of the CRA and DISTRICT. Thereafter, the CRA shall file the same with the Clerk of the Circuit Court of Palm Beach County, Florida, as required by Section 163.01(11), Florida Statutes.**

**THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:**

**THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT**

**By: \_\_\_\_\_**  
**BILLIE BROOKS**  
**CHAIRPERSON**

**ATTEST:**  
**(SEAL)**

**By: \_\_\_\_\_**  
**CARRIE E. WARD**  
**MASTER MUNICIPAL CLERK**  
**DISTRICT CLERK**

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**By: \_\_\_\_\_**  
**PAMALA H. RYAN**  
**DISTRICT ATTORNEY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

**By: \_\_\_\_\_**  
**LOUIS C. AURIGEMMA, P.E.**  
**UTILITY DISTRICT EXEC. DIRECTOR**

**DATE: \_\_\_\_\_**

**ATTEST:**

**BY: \_\_\_\_\_**  
**TONY T. BROWN**  
**EXECUTIVE DIRECTOR**

**RIVIERA BEACH COMMUNITY**  
**REDEVELOPMENT AGENCY**

**BY: \_\_\_\_\_**  
**BILLIE BROOKS**  
**CHAIRPERSON**

**APPROVED AS TO FORM:**

**BY: \_\_\_\_\_**  
**J. MICHAEL HAYGOOD**  
**CRA ATTORNEY**

