

Agenda Item #: **3-C-18**

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: September 12, 2006	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

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**Department:**

**Submitted By:** Engineering & Public Works

**Submitted For:** Streetscape Section

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**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: An Amendment to the Financial Assistance Agreement (R2006-0308) with the School District of Palm Beach County (District) for an extension of the completion date for improvements along West Boca Raton Community High School perimeter (within 25 feet of, and visible from) the County's Glades Road.

**Summary:** The original Agreement provides for a reimbursement, in an amount not to exceed a maximum of \$100,000, to the District for the planned improvements along the County's Glades Road from approximately 1,300 feet west of Boca Falls Drive to approximately 4,600 feet west of Boca Falls Drive. This Amendment between the District and County will extend the completion date from September 30, 2006, to September 30, 2007. The completion date of the improvements has been delayed due to the increased workload for compliance with the class size reduction initiative required by the State.

**District:** 5 (ME)

**Background and Justification:** Funding under this Agreement, in an amount not to exceed a maximum of \$100,000, comes from the District 5 Gas Tax Reserves. The District 5 Commissioner has agreed to the use of District 5 Reserves for this purpose. The District has already executed this Amendment, and will be responsible for the perpetual maintenance of these improvements.

**Attachments:**

1. Location Sketch.
2. Commissioner Authorization for this Extension
3. Amendment to Financial Assistance Agreements (2).
4. Financial Assistance Agreement of February 28, 2006 (R2006-0308).

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**Recommended by:**

  
Division Director

**Date**

**8/7/06** 

**Approved By:**

  
County Engineer

**Date**

**8/21/06**

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-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 \_\_\_\_  
Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Program \_\_\_\_\_

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R.D. Ward 8/9/06

## III. REVIEW COMMENTS

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

Jim Duff 8-22-06  
OFMB  
8/22/06  
8/22/06

Jim J. Juehl 8/24/06  
Contract Dev. and Control  
8/23/06

### B. Approved as to Form and Legal Sufficiency:

Paul E. L. 8/28/06  
Assistant County Attorney

This amendment complies with  
our review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



**From:** Andrew Hertel  
**To:** Gary Gregory  
**Date:** 8/7/2006 1:05:40 PM  
**Subject:** Fwd: West Boca HS

>>> Vivian Leiva 8/7/06 1:00:01 PM >>>

This is an authorization to extend the Agreement with West Boca High School through September 30, 2007.

Thanks.

Vivian E. Leiva  
Aide to Commissioner Burt Aaronson

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE SCHOOL DISTRICT OF PALM BEACH  
COUNTY FOR WEST BOCA RATON COMMUNITY HIGH SCHOOL

**AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED FEBRUARY 28,  
2006 WITH THE SCHOOL DISTRICT OF PALM BEACH COUNTY – (WEST BOCA  
RATON COMMUNITY HIGH SCHOOL BUFFER LANDSCAPING)**

**THIS AMENDMENT** is made to the Financial Assistance Agreement (R2006-0308) dated February 28, 2006 by and between the School District of Palm Beach County, hereinafter "**DISTRICT**", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

**WITNESSETH:**

**WHEREAS**, on February 28, 2006, **DISTRICT** and **COUNTY** entered into a Financial Assistance Agreement (R2006-0308) providing for reimbursement funding of the cost of **DISTRICT'S** buffer landscaping for its West Boca Raton Community High School, on school property, along the school's perimeter (within 25 feet of, and visible from) the **COUNTY'S** Glades Road from approximately 1300 feet west of Boca Falls Drive to approximately 4600 feet west of Boca Falls Drive, hereinafter "**IMPROVEMENTS**"; and

**WHEREAS**, R2006-0308 provided for a completion date of September 30, 2006; and

**WHEREAS**, the completion of the **IMPROVEMENTS** has been delayed due to increased workload for compliance with Class Size Reduction required by the State; and

**WHEREAS**, **COUNTY** and **DISTRICT** desire to amend the September 30, 2006 completion date for an additional twelve (12) month period to September 30, 2007.

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

1. Paragraph 9 of Financial Assistance Agreement R2006-0308 is amended as follows:

9. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to **COUNTY** no later than September 30, 2007, and **COUNTY** shall have no obligation to **DISTRICT** or any other entity or person for any cost incurred thereafter.

2. It is the intent of the parties hereto that this **AMENDMENT** shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.

3. All other provisions of the Financial Assistance Agreement dated February 28, 2006, shall remain in full force and effect.

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE SCHOOL DISTRICT OF PALM BEACH  
COUNTY FOR WEST BOCA RATON COMMUNITY HIGH SCHOOL

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

3  
4 THE SCHOOL DISTRICT OF PALM BEACH COUNTY

5  
6 (DISTRICT SEAL)

7  
8 ATTEST:

9 By: 

10 SUPERINTENDENT

By: 

CHAIRMAN

11 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

12 By:  6/26/06

13 DISTRICT'S ATTORNEY

14 PALM BEACH COUNTY

15 (COUNTY SEAL)

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

17 ATTEST:

18 SHARON R. BOCK, CLERK & COMPTROLLER

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

20 DEPUTY CLERK

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

TONY MASILOTTI, CHAIRMAN

21 APPROVED AS TO FORM  
22 AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

24 ASSISTANT COUNTY ATTORNEY

BY: 

**FINANCIAL ASSISTANCE AGREEMENT FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY - (WEST BOCA RATON COMMUNITY HIGH SCHOOL BUFFER LANDSCAPING)**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2005, by and between SCHOOL DISTRICT OF PALM BEACH COUNTY, hereinafter "**DISTRICT**", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

**WITNESSETH:**

**WHEREAS**, **DISTRICT** wishes to install buffer landscaping for its West Boca Raton Community High School, on school property, along the school's perimeter (within 25 feet of, and visible from) the **COUNTY**'s Glades Road from approximately 1300 feet west of Boca Falls Drive to approximately 4600 feet west of Boca Falls Drive, hereinafter "**IMPROVEMENTS**"; and

**WHEREAS**, Commission District 5 wishes to financially support **DISTRICT** in this effort.

**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 reimburse **DISTRICT** for the cost of the initial installation of the **IMPROVEMENTS**, not to exceed a maximum amount of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00).
3. **COUNTY** agrees to reimburse **DISTRICT** the amount established in paragraph 2 for costs (materials and labor) associated with the installation of the **IMPROVEMENTS**, upon **DISTRICT**'s submission of acceptable documentation needed to substantiate their costs for the **IMPROVEMENTS**. **COUNTY** will use its best efforts to provide said funds to **DISTRICT** on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.
4. **COUNTY**'s obligation is limited to its payment obligation and **COUNTY** shall have no obligation to any other person or entity.
5. **DISTRICT** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the **IMPROVEMENTS**. **DISTRICT** agrees to install the **IMPROVEMENTS** substantially in accordance with the plans, specifications and costs as approved by **COUNTY**. **DISTRICT** also agrees to assume financial responsibility for the completion of any portions of the **IMPROVEMENTS** that are not fully-funded by the amount set forth in Paragraph 2, above. Otherwise, **COUNTY** will have the final determination of the eligibility for reimbursement of any

changes. Substantial variations from the approved plans shall require prior written approval from **COUNTY** Engineer's Office. The final drawings must be signed and sealed by a Florida Registered Landscape Architect.

6. **DISTRICT** will obtain or provide all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. **COUNTY** shall have the final determination of eligibility for reimbursement. **DISTRICT** shall furnish the Manager, Streetscape Section, of **COUNTY**'s Department of Engineering and Public Works with a request for payment supported by the following:

- a. A statement from a Florida Registered Landscape Architect that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the approved plans for the **IMPROVEMENTS**, and;
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 and 2) which are required for each and every reimbursement requested by **DISTRICT**. Said information shall list each invoice paid by **DISTRICT** and shall include the vendor invoice number, invoice date, and the amount paid by **DISTRICT**. **DISTRICT** shall attach a copy of each vendor invoice paid by **DISTRICT** along with a copy of the respective voucher and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the Program Financial Officer, or his designee shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by **DISTRICT** as indicated.

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

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

9. All installation of the **IMPROVEMENTS** shall be completed and final invoices submitted to **COUNTY** no later than September 30, 2006, and **COUNTY** shall have no obligation to **DISTRICT** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.

10. **DISTRICT** recognizes that it is an independent contractor, and not an agent or servant of **COUNTY** or its Board of County Commissioners. In the event a claim or lawsuit



1 is brought against **COUNTY**, its officers, employees, servants or agents, relating to the  
2 **IMPROVEMENTS** or any item which is the responsibility of **DISTRICT**, **DISTRICT** hereby  
3 agrees, to the extent permitted by law, and specifically as limited by F.S. 768.28, to  
4 indemnify, save and hold harmless **COUNTY**, its officers, employees, servants or agents,  
5 and to defend said persons from any such claims, liabilities, causes of action and  
6 judgments of any type whatsoever arising out of or relating to the existence of the  
7 **IMPROVEMENTS** or the performance by **DISTRICT** as may relate to this Agreement.  
8 **DISTRICT** agrees to pay all costs, attorney's fees and expenses incurred by **COUNTY**, its  
9 officers, employees, servants or agents in connection with such claims, liabilities or suits  
10 except as may be incurred due to the negligence of **COUNTY**. Furthermore, **DISTRICT**  
11 stipulates that to the extent of **COUNTY**'s liability pursuant to this Agreement shall be  
12 limited solely to the aforementioned payment obligation.

13 11. **DISTRICT** shall, at all times during the term of this Agreement (the  
14 installation and existence of the **IMPROVEMENTS**, maintain in force its status as a self-  
15 insured school district.

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

22 13. **DISTRICT** shall require each contractor engaged by **DISTRICT** for work  
23 associated with this Agreement to maintain:

24 a. Workers' Compensation coverage in accordance with  
25 Florida Statutes, and;

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

30 c. A payment and performance bond for the total amount of the  
31 **IMPROVEMENTS** in accordance with Florida Statute 255.05.

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

36 15. **DISTRICT**'s termination of this **AGREEMENT** shall result all obligations of  
37 **COUNTY** for funding contemplated herein to be canceled.

16. COUNTY and DISTRICT 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 the Agreement.

17. COUNTY may, at COUNTY's discretion and for the duration of the IMPROVEMENTS, install signs within the public property or easement, notifying the public that the IMPROVEMENTS were funded with COUNTY dollars.

18. 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.

19. 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:

**AS TO COUNTY**

Manager, Streetscape Section  
Palm Beach County Department of  
Engineering and Public Works  
Post Office Box 21229  
West Palm Beach, Florida 33416-1229

**AS TO DISTRICT**

Palm Beach County School District  
Chief of Facilities Management  
3300 Forest Hill Boulevard  
West Palm Beach, FL 33406

**WITH COPY TO**

Principal, West Boca Raton Community High School  
12811 Glades Road  
Boca Raton, FL 33428

20. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all 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 or 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.

1           21. Any costs or expenses (including reasonable attorney's fees) associated with  
2 the enforcement of the terms and conditions of this Agreement shall be borne by the  
3 respective parties; provided, however, that this clause pertains only to the parties to the  
4 Agreement.

5           22. Except as expressly permitted herein to the contrary, no modification,  
6 amendment, or alteration in the terms or conditions contained herein shall be effective  
7 unless contained in a written document executed with the same formality and equality of  
8 dignity herewith.

9           23. Each party agrees to abide by all laws, orders, rules and regulations and  
10 **DISTRICT** will comply with all applicable governmental landscaping codes in the  
11 maintenance and replacement of the **IMPROVEMENTS**.

12           24. The parties to this Agreement shall not be deemed to assume any liability for  
13 the negligent or wrongful acts, or omissions of the other party (or parties). Nothing  
14 contained herein shall be construed as a waiver by any of the parties, of the liability limits  
15 established in Section 768.28, Florida Statutes.

16           25. **DISTRICT** shall promptly notify **COUNTY** of any lawsuit-related complaint, or  
17 cause of action threatened or commenced against it which arises out of or relates, in any  
18 manner, to the performance of this Agreement.

19           26. The parties expressly covenant and agree that in the event any of the parties  
20 is in default of its obligations under this Agreement, the parties not in default shall provide  
21 to the defaulting party thirty (30) days written notice before exercising any of their rights.

22           27. The preparation of this Agreement has been a joint effort of the parties, and  
23 the resulting document shall not, solely as a matter of judicial constraint, be construed  
24 more severely against one of the parties than the other.

25           28. This Agreement represents the entire understanding among the parties, and  
26 supersedes all other negotiations, representations, or agreements, either written or oral,  
27 relating to this Agreement.

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

30           30. This Agreement shall take effect upon execution and the effective date shall  
31 be the date of execution.

(INTENTIONALLY LEFT BLANK)

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

3                   **THE SCHOOL DISTRICT OF PALM BEACH COUNTY**

4  
5 (DISTRICT SEAL)

6 **ATTEST:**

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

8 **DISTRICT CLERK**  
**SUPERINTENDENT**

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

**CHAIRMAN**

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

10 By: Blair Hovis 10/7/05

11 **DISTRICT'S ATTORNEY**

12                   **PALM BEACH COUNTY**

13 (COUNTY SEAL)

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

15 **ATTEST:**

16 **SHARON R. BOCK, CLERK**  
17 **COMPTROLLER**

18 By: Judith Bock

19 **DEPUTY CLERK**

**R2006 0308 FEB 28 2006**

By: Tony Masiotti

**TONY MASILOTTI, CHAIRMAN**

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

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

22 By: Monika R. Olt

23 **ASSISTANT COUNTY ATTORNEY**

By: HH Frakes

**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	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

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 documen-  
tation has been maintained as required to support  
the project expenses reported above and is avail-  
able for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

**PBC USE ONLY**

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

ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE

\_\_\_\_\_  
(Project)

Grantee \_\_\_\_\_

Billing Date \_\_\_\_\_

Billing # \_\_\_\_\_

Billing Period \_\_\_\_\_

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			_____	

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

2006-\_\_\_\_\_

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

FUND Transportation Improvement

BGEX010406-665

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/04/06	REMAINING BALANCE
<b><u>W BOCA RATON COMM HS BUFFER LNDSCP-DIST 5</u></b>								
3500-368-1191-8101	Contributions Othr Govtl Agency	0	0	100,000	0	100,000	0	100,000
<b><u>RESERVE FOR DISTRICT 5</u></b>								
3500-368-9115-9907	Res-Future Construction	4,051,456	3,870,701	<u>0</u>	<u>100,000</u>	3,770,701		
				100,000	100,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 02/28/06

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

R. D. Ward  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1/4/06  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners