

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$38,800</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</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 (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$38,800</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X .
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

Transportation Improvement Fund
Reserve for District 4
City of Delray Beach Barwick Road Curbing

C. Departmental Fiscal Review: R. D. Ward 10/2/06

III. REVIEW COMMENTS

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

[Signature] 10-6-06
OFMB

[Signature] 10/11/06
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Paul F. J. [Signature] 10/11/06
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.

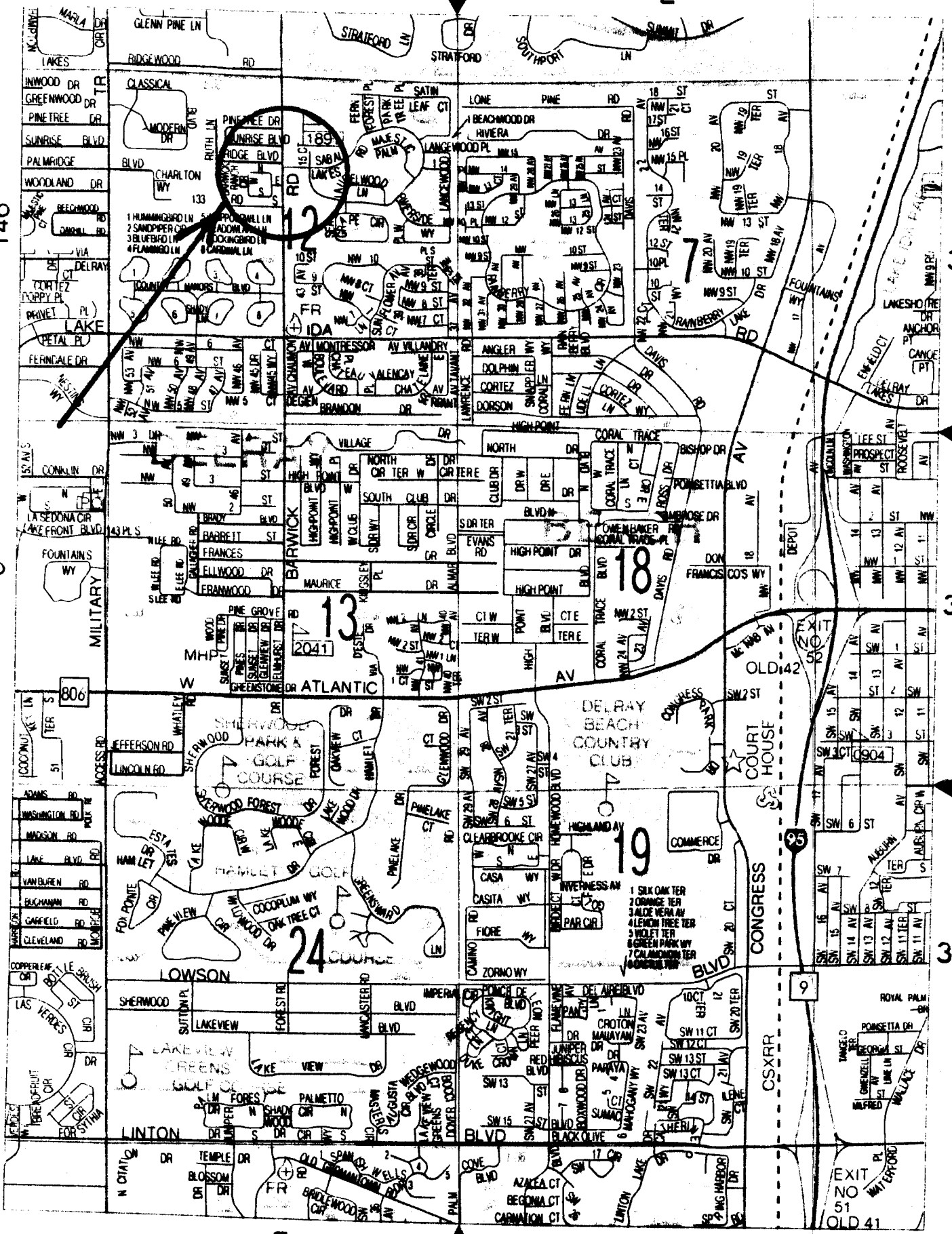
F

E

T46

6

T46



F

E

LOCATION MAP

From: Tanya McConnell
To: Charles Rich
Date: 8/3/2006 4:48:45 PM
Subject: Re: Fwd: Barwick Road

All yours!!!

>>> Kate Scott 08/03/06 4:33 PM >>>

Tanya,

Commissioner McCarty has approved the additional amount of \$38,800 transfer for the Barwick Road Curbing Project.

Kate (Freddie) Scott
Aide to Commissioner Mary McCarty
561-276-1220
kfscott@co.palm-beach.fl.us

>>> Tanya McConnell 8/3/2006 3:35 PM >>>

Freddie, this is the latest on Barwick Road. Please let me know if the Commish is willing to put the rest of the money towards this.

>>> Charles Rich 08/01/06 2:37 PM >>>

The original budget transfer of \$12,500 on February 28, 2006 of Commissioner McCarty's funds for the Curbing project was based on a \$ 25,000 estimate from the City of Delray. The estimate did not include any acceptable drainage concept. The plans as submitted were rejected in part due to drainage concerns.

My current estimate with drainage was discussed with the City Engineer who agreed to the concept but felt that they needed funding help from the County. The breakdown of items is as follows:

Mobilization	1	LS	\$10,000	\$10,000
Maint. of Traffic	1	LS	12,000	12,000
Clear & Grub	1	LS	3,000	3,000
Embankment	400	CY	7.50	3,000
Type F Curb & Gutter	600	LF	23.00	13,800
18" Slotted Drain	500	LF	120.00	60,000
Sodding	200	SY	4.00	800

TOTAL \$102,600

Consequently if a 50% split is still acceptable the amount would be \$51,300. And since \$12,500 has already been transferred, \$38,800 would be the additional amount needed in the new transfer. As shown above, the project can not be constructed, even without the slotted drain, for the \$25,000 City estimate submitted in October of last year.

PROJECT AUTHORIZATION

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE CITY OF DELRAY BEACH
FOR INSTALLATION OF CURBING
ALONG THE WEST SIDE OF BARWICK ROAD**

R2006 0306

FEB 28 2006

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **THE CITY OF DELRAY BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

WITNESSETH:

WHEREAS, the **CITY** is undertaking the installation of curbing along the west side of Barwick Road, a County Road, within the **CITY**, limits hereinafter referred to as "**PROJECT**"; and

WHEREAS, the **PROJECT** consists of adding curbing along the west side of Barwick Road adjacent to the Barwick Ranch Estates in preparation for the installation of landscaping by the **CITY**; and

WHEREAS, the **COUNTY** believes that the construction of the **PROJECT** serves a public purpose in the enhancement of this **COUNTY** road and wishes to support the **PROJECT** by providing supplemental reimbursement funding for the documented costs of the **PROJECT** in an amount not to exceed **TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$12,500.00)**; and

WHEREAS, after construction the **PROJECT**, the **COUNTY** will be responsible for the subsequent maintenance of the **PROJECT**.

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 **CITY** reimbursement funding for documented costs of the **PROJECT** in an amount not to exceed **TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$12,500.00)**.
3. The **COUNTY** agrees to reimburse the **CITY** the amount established in paragraph 2 for costs associated with the **PROJECT**, upon the **CITY's** submission of acceptable documentation needed to substantiate its cost for the **PROJECT**. The **COUNTY** will use its best efforts to provide said funds to the **CITY** 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 **CITY** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **PROJECT**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **CITY** will obtain or provide all labor and materials necessary for the **PROJECT**. The **CITY** 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 **CITY**. Said information shall list each invoice payable by the **CITY** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** 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 **CITY's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** 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 **CITY** 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 **CITY** 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 **PROJECT**.

9. The **PROJECT** shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2006, and the **COUNTY** shall have no obligation to the **CITY** 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 **CITY** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **CITY's** negligence in connection with this Agreement or the performance by the **CITY** 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 or for any amount over the limits set forth in FL Statute 768.28 despite any case law to the contrary.

11. The **CITY** 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 **CITY** 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 **CITY** shall require each contractor engaged by the **CITY** 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 **IMPROVEMENT** in accordance with Florida Statute 255.05.

14. in the event of termination, the **CITY** 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 **CITY**; and the **COUNTY** may withhold any payment to the **CITY** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

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

16. The COUNTY and CITY 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

City of Delray Beach
Mr. Randal Krejcarek, P.E.
City Engineer
100 NW First Avenue
Delray Beach, Florida 33444

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 CITY will comply with all applicable governmental codes during the PROJECT.
23. The COUNTY shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.
24. 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.
25. 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.
26. 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.
27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.
28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
29. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

REMAINDER OF PAGE LEFT BLANK

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

R2006 0306

FEB 28 2006

CITY OF DELRAY BEACH

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

By: _____

Mayor

By: _____

Chair

Tony Masilotti, Chairman

ATTEST:

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____

City Clerk

By: _____

Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____

City Attorney

By: _____

Assistant County Attorney

Date: _____

12/29/05

By: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Date: _____

1/24/06

**AMENDMENT # 1 TO THE INTER-LOCAL AGREEMENT
DATED FEBRUARY 28, 2006 WITH THE CITY OF
DELRAY BEACH FOR INSTALLATION OF CURBING
ALONG THE WEST SIDE OF BARWICK ROAD**

THIS AMENDMENT is made to the Inter-local Agreement (R2006-0306) dated February 28, 2006 with the City of Delray Beach, a political subdivision of the State of Florida, hereinafter "**CITY**", and the **BOARD OF COUNTY COMMISSINERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH

WHEREAS, on February 28, 2006, the **CITY** and the **COUNTY** entered into an Inter-local Agreement (R2006-0306) providing for **COUNTY** funding of **CITY** construction of curbing on the west side of Barwick Road in an amount not to exceed **TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$12,500.00)** and;

WHEREAS, on February 28, 2006, the **COUNTY** provided for funding of the Improvements in an amount not to exceed **\$12,500.00** with the **CITY** that provided a completion date of December 31, 2006; and

WHEREAS, the scope of work has been changed to include drainage, a change in cost and a new completion date is required; and

WHEREAS, the **COUNTY** and **CITY** desire that this Amendment shall relate back to February 28, 2006, and the Contract continued without interruption nor lapse and its term extended for an additional one (1) year period; and

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

1. **WHEREAS**, the **PROJECT** consists of adding curbing along the west side of Barwick Road adjacent to the Barwick Ranch Estates in preparation for the installation of landscaping by the **CITY**; and.

Accordingly, the Agreement is hereby amended to revise this paragraph to read as follows:

WHEREAS, the **PROJECT** consists of adding curbing and drainage along the west side of Barwick Road adjacent to the Barwick Ranch Estates in preparation for the installation of landscaping by the **CITY**: and.

2. The **COUNTY** agrees to provide to the **CITY** reimbursement funding for documented costs of the **PROJECT** in an amount not to exceed **TWELVE THOUSAND AND FIVE HUNDRED DOLLARS (\$12,500.00)**.

Accordingly, the Agreement is hereby amended to revise paragraph 2 as follows:

2. The **COUNTY** agrees to provide to the **CITY** reimbursement funding for documented costs of the **PROJECT** in an amount not to exceed **FIFTY ONE THOUSAND AND THREE HUNDRED DOLLARS (\$51,300.00)**.

3. The **PROJECT** shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2006, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:

9. All installation of these Improvements shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2007, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

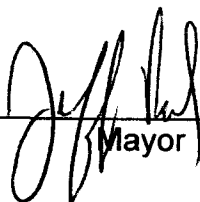
4. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.

5. All other provisions of the Inter-local Agreement dated February 28, 2006, shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

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

CITY OF DELRAY BEACH

By: 
Mayor

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
City Attorney

Date: _____

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

By: _____
Chair

ATTEST:

SHARON R. BOCK, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 10/3/06

2007-_____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

FUND Transportation Improvement

BGEX

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/06	REMAINING BALANCE
<u>CITY OF DELRAY BCH BARWICK RD CURBNG-DIST4</u>								
3500-368-1195-8101	Contributions Othr Govtl Agency	12,500	12,500	38,800	0	51,300	12,500	38,800
<u>RESERVE FOR DISTRICT 4</u>								
3500-368-9114-9907	Res-Future Construction	2,625,107	2,625,107	<u>0</u>	<u>38,800</u>	2,586,307		
				38,800	38,800			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>10/17/06</u>
Engineering & Public Works	<u>R.D. Ward</u>	<u>10/2/06</u>	
Administration / Budget Approval	_____	_____	
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners