

AGENDA ITEM SUMMARY

Submitted By: Cooperative Extension Service

1. Amendment to the Mounts Botanical Garden Agreement (Amendment No.13)

Recommended By: Audrey L. Norman 10/17/2006
Department Director Date

Approved By: Paul Allen
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>59,219</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(59,219)</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match (PBC)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
 NET FISCAL IMPACT	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>	 <u>0</u>
 # ADDITIONAL FTE POSITIONS (Cumulative) _____	 _____	 _____	 _____	 _____	 _____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No: Fund 0001 Dept 310 Unit 1400 Object Various
 Reporting Category _____
 Revenue Account No: 0001-310-1400-6600

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

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Edizbeth Croese 11/15/06
 SS 11/14/06 OFMB
 DM 11/14/06 DM 11/14/06

Mr. J. Jacob 11/15/06
 Contract Development and Control
 E. Jones 11/15/06

B. Legal Sufficiency:

This amendment complies with
our review requirements.

Anne Delgant 11/16/06
 Assistant County Attorney

C. Other Department Review:

 Facilities Development & Operations
 Property and Real Estate Management

AMENDMENT 013

**TO THE AGREEMENT OF THE MOUNTS BOTANICAL GARDEN, INC.
FOR THE FUNDING OF POSITIONS TO ASSIST IN THE
ADMINISTRATION OF THE MOUNTS BOTANICAL GARDEN**

THIS AMENDMENT, made and entered into the _____ day of _____, 2006 amends the agreement dated January 7, 1992, R92-81-D, and as previously amended, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and The Friends of the Mounts Botanical Garden, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "Friends").

WITNESSETH:

WHEREAS, County has established and operates the Mounts Botanical Garden (hereinafter referred to as "Garden"); and

WHEREAS, on January 7, 1992, County entered into an Agreement with The Friends whereby Friends agreed to cooperate and assist in the operation and management of the Garden; and

WHEREAS, both parties agreed that Friends may provide funds to County to supplement the Garden's staff with additional employees, who will be hired and managed in accordance with County personnel rules and with all necessary funding provided by Friends; and

WHEREAS, on November 19, 1996, Friends and County amended the 1992 agreement whereby Friends agreed to fund certain positions to be filled by persons deemed e County employees; and

WHEREAS, Friends desires to continue funding certain positions to be filled by persons deemed County employees; and

WHEREAS, County desires to receive and use such funds; and

WHEREAS, the acceptance and use of such funds as described below will enhance the operation of the Garden and otherwise promote a public purpose.

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

1. Friends shall award County a grant of money in the amount of \$59,219. Said grant monies shall be used by County to fund the employment of County personnel who shall continue to be assigned to the Garden and who shall be assigned to perform the responsibilities as generally described herein. These funds shall be used for the cost of personnel from October 1, 2006, until fully expended in accordance with the terms of the Agreement and this Amendment.

2. Upon receipt of said grant monies, County agrees to continue one (1) full-time Development Assistant position to assist with increased Garden promotion.

3. County shall continue to assume sole and exclusive responsibility for the hiring, termination, performance appraisal, and payment of wages to persons filling the positions described above. The Development Assistant shall be supervised by the Garden Curator/Director in accordance with the Agreement between Friends and County entered into January 7, 1992, which is attached hereto and incorporated herein as Exhibit A.

4. The term of this agreement shall be for fiscal year 2007 commencing of the date of execution by County. Obligations of the County under this Amendment are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

5. Said Grant Agreement may be renewed upon mutual written agreement of the parties within sixty (60) days of the completion of the term of this Agreement. At such time anticipated increase in the costs of funding such positions shall be addressed.

6. Nothing herein shall be construed to require County to continue the positions provided for should Friends cease funding of said positions.

7. County agrees that grant monies shall be used solely for those purposes stated herein unless written approval by the Friends allows for otherwise.

8. Friends may terminate this Agreement for any breach thereof by County provided Friends give thirty (30) days written notice to County. County may terminate this Agreement with or without cause provided County gives sixty (60) days written notice to Friends. In the event of a termination, County shall remit to Friends all unused monies, without interest, within thirty (30) days of the effective date of termination.

9. All the terms of the original agreement, dated January 7, 1992, R92-81-D, as amended remain in full force and effect.

10. All notices required hereunder shall be in writing and shall be addressed to the following representatives of the parties:

For the Grantors: President, Friends of the Mounts Botanical Garden, Inc
559 N. Military Trail
West Palm Beach, FL 33415

For the County: Director, Cooperative Extension Service
559 N. Military Trail
West Palm Beach, FL 33415

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

BY: _____
Deputy Clerk

PALM BEACH COUNTY BY ITS BOARD
OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

THE FRIENDS OF THE MOUNTS
BOTANICAL GARDEN INC.

BY: Michael Zimmerman
Michael Zimmerman
President

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Anne Helgert
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

BY: Audrey R. Norman
Audrey R. Norman
Department Director