



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$200,000</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>
<b>NET FISCAL IMPACT</b>	<b><u>\$200,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>

# 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 3  
 Forest Hill/Fla Mango to I-95 Lk Clarke Shores - Dist 3

C. Departmental Fiscal Review: R.D. Ward 5/2/07

**III. REVIEW COMMENTS**

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

Jim R. [Signature] 5-18-07  
 OFMB  
 atw (D) CN 5/15/07

[Signature] 5/22/07  
 Contract Dev. and Control  
 [Signature] 5/22/07

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

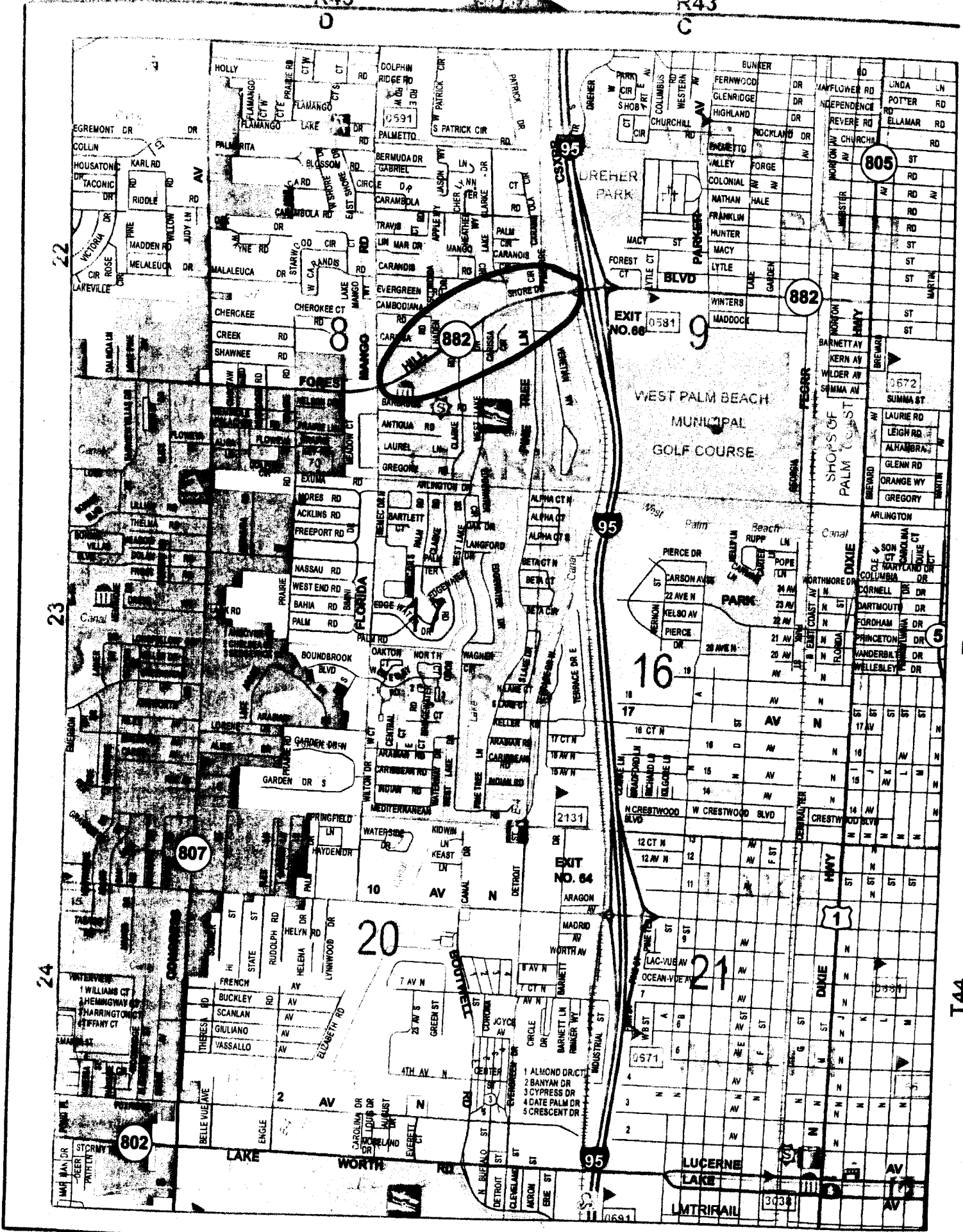
This Contract complies with our contract review requirements.

[Signature] 5/29/07  
 Assistant County Attorney

**C. Other Department Review:**

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

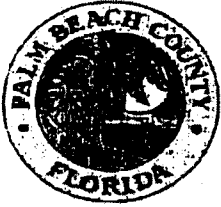
**This summary is not to be used as a basis for payment.**



T44

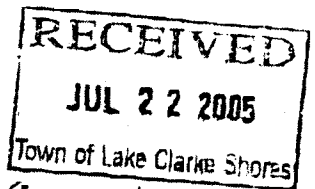
T44

T44



**Warren H. Newell**  
County Commissioner  
District III

301 North Olive Avenue  
12th Floor  
West Palm Beach, FL 33401  
(561) 355-2203  
FAX: (561) 355-6344



*Copy to CO*

July 20, 2005

**Joann Hatton, Town Administrator**  
Town of Lake Clarke Shores  
1701 Barbados Road  
Lake Clarke Shores, Florida 33406

Dear Ms. Hatton: *JH*

Thank you for your July 12, 2005 letter requesting confirmation of my commitment to support the Town of Lake Clarke Shores - FDOT Roadway Project (Forest Hill Boulevard), in the amount of \$200,000.

This letter will serve as my commitment and preliminary agreement for same, with the assumption that the appropriate budgeted funds are approved by the Board of County Commissioners in the fiscal year(s) of the project.

Should you have any other questions or concerns, do not hesitate to contact me.

Sincerely,

**Warren H. Newell**  
Board of County Commissioners

c: Honorable Robert M.W. Shalhoub, Mayor, and Councilmembers, Town of Lake Clarke Shores  
Keith Jackson, SFRN, Inc.

"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

**RESOLUTION NO. R-2007-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE  
CHAIRPERSON TO EXECUTE AN AGREEMENT FOR THE DESIGN  
AND INSTALLATION OF LANDSCAPING IMPROVEMENTS WITH THE  
FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING SR-  
882/FOREST HILL BLVD FROM FLORIDA MANGO RD TO I-95**

**WHEREAS**, the Florida Department of Transportation has requested that the County enter into an agreement outlining the responsibilities of each party with respect to the design and installation of landscaping improvements for Forest Hill Blvd from Florida Mango Road to Interstate I -95; and

**WHEREAS**, through this agreement, the Florida Department of Transportation will accomplish the project including design, construction, and inspections; and

**WHEREAS**, the Board of County Commissioners has determined execution of this agreement to be in the best interest of the citizens and residents of Palm Beach County.

**NOW**, be it resolved by the Board of County Commissioners of Palm Beach County, Florida that the Chairperson is hereby authorized to execute this agreement.

1. The Recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

The foregoing resolution was offered by commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was follow:

Addie L. Greene, Chairperson

John F. Koons, Vice Chair

Karen T. Marcus

Warren H. Newell

Mary McCarty

Burt Aaronson

Jess R. Santamaria

The Chair thereupon declared the Resolution duly passed and adopted this

\_\_\_\_\_ day of \_\_\_\_\_ 2007.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
COMMISSIONERS

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY

SHARON BOCK, CLERK AND  
COMPTROLLER

By: \_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
Deputy Clerk



APR 27 2007

## Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

**PROFESSIONAL AND CONTRACTUAL SERVICES – DISTRICT 4**  
3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309-3421  
Telephone: (954) 777-4603 Fax: (954) 777-4602

STEPHANIE KOPELOUSOS  
SECRETARY

April 26, 2007

Mr. Owen Miley  
Special Project Coordinator  
Palm Beach County  
2300 North Jog Road  
West Palm Beach, Florida 33411

**RE: Locally Funded Agreement**  
**FM# 229817-2-52-01**

Dear Mr. Miley:

I am enclosing five (5) copies of the Locally Funded Agreement (LFA's) for the above referenced project. Also enclosed are five (5) copies of the Memorandum of Agreement (MOAs) for the above referenced project.

Please **DO NOT** fill in the date of the contract(s). The date of the LFA & MOA contracts shall be completed by our staff upon execution by the Department of Transportation's Director of Transportation Support and The Department of Financial Services, respectively. A fully executed copy of both agreements will then be forwarded to you for your files.

In addition to returning the five signed original agreements, please forward:

- Two (2) original and three (3) certified copies of the Commission resolution that authorizes the execution of the LFA.

If it is not possible to obtain the resolutions, please forward:

- Five (5) certified copies of the minutes of the Commission meeting at which this agreement was approved for execution.

Should you have any questions, please contact me at 954-777-2285.

Sincerely,

Leos A. Kennedy, Jr.  
Professional Services Unit

Enclosure: LFA Agreement, MOA Agreement  
Copy: Scott Peterson - FDOT Project Manager  
File [www.dot.state.fl.us](http://www.dot.state.fl.us)

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCALLY FUNDED AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and **PALM BEACH COUNTY**, located at **2300 NORTH JOG ROAD, WEST PALM BEACH, FL 33411**, hereinafter called the **COUNTY**.

**WITNESSETH**

**WHEREAS**, the **DEPARTMENT** and the **COUNTY** are desirous of having the **DEPARTMENT** make certain improvements in connection with Financial Management (FM) Number **229817-2-52-01 (Funded in Fiscal Year 2008/2009)** for the **Design and Installation of Landscaping Improvements along SR822/Forest Hill Blvd. from Florida Mango Road to I-95 in Palm Beach County, Florida**; Refer to Exhibit "A" of this Agreement for a detailed Scope of Services; and,

**WHEREAS**, for purposes of this Agreement, improvements to be made as stated above are hereinafter referred to as the **PROJECT**; and,

**WHEREAS**, the improvements are in the interest of both the **COUNTY** and the **DEPARTMENT** and it would be more practical, expeditious, and economical for the **DEPARTMENT** to perform such activities; and,

**WHEREAS**, the **COUNTY** by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 200\_\_, a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this **AGREEMENT**.

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from joint participation on the **PROJECT**, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The **DEPARTMENT** shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.
3. The **COUNTY** agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the **DEPARTMENT** at no extra cost.
4. The **DEPARTMENT** shall have the sole responsibility for resolving claims and requests for additional work for the Project. The **DEPARTMENT** will make reasonable efforts to obtain the **COUNTY** input in its decisions.
5. The total cost for the project referenced above, is estimated to be **FOUR MILLION FOUR HUNDRED SEVENTEEN THOUSAND DOLLARS (\$4,417,000.00)**. The **COUNTY'S** share is estimated to be a lump sum payment of **TWO HUNDRED THOUSAND DOLLARS**



**(\$200,000.00)** to the **DEPARTMENT**, for the installation of landscaping. In the event the actual cost of the landscape installation is less than the **COUNTY'S** share of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, the difference shall be refunded to the **COUNTY**. In the event the actual cost of the installation of landscaping is more than the **COUNTY'S** share, any cost overruns or cost increases shall be the sole responsibility of the **COUNTY**.

The **COUNTY** agrees that it will, within forty five (45) days of execution of this Agreement, furnish the **DEPARTMENT** with a check in the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, towards the Project Costs.

Remittance shall be made **payable** to the **Department of Financial Services, Revenue Processing**. Payment shall be clearly marked to indicate that it is to be applied to FM Project No.: **229817-2-52-01**. The **DEPARTMENT** shall utilize this amount towards costs of project **229817-2-52-01**.

Payment shall be mailed to:  
Florida Department of Transportation  
Professional Services Unit  
**Attention: Leos A. Kennedy, Jr.**  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

- A.** If the accepted bid amount plus allowances is in excess of the advance deposit amount, the **COUNTY** will provide an additional deposit within fourteen (14) calendar days of notification from the **DEPARTMENT** or prior to posting of the accepted bid, whichever is earlier, so that the total deposit is equal to the bid amount plus allowances. The **DEPARTMENT** will notify the **COUNTY** as soon as it becomes apparent the accepted bid amount plus allowances are in excess of the advance deposit amount; however, failure of the department to so notify the **COUNTY** shall not relieve the **COUNTY** from its obligation to pay for its full participation. If the **COUNTY** cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the **DEPARTMENT'S** project manager indicating when the deposit will be made. The **COUNTY** understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.
- B.** If the accepted bid amount plus allowances is less than the advance deposit amount, the **DEPARTMENT** will refund the amount that the advance deposit exceeds the bid amount plus allowances if such refund is requested by the Participant in writing.
- C.** Should project modifications occur that increase the **COUNTY'S** share of total project costs, the **COUNTY** will be notified by the **DEPARTMENT**. The **COUNTY** agrees to provide, without delay, in advance of the additional work being performed, adequate funds to ensure that cash on deposit with the department is sufficient to fully fund its share of the project. The **DEPARTMENT** shall notify the **COUNTY** as

soon as it becomes apparent the actual costs will overrun the award amount; however, failure of the **DEPARTMENT** to so notify the **COUNTY** shall not relieve the **COUNTY** from its obligation to pay for its full participation. Funds due from the **COUNTY** during the project not paid within forty (40) days calendar days from the date of the invoice are subject to an interest charge at a rate established pursuant to **Section 55.03, F.S.**

- D.** The **DEPARTMENT** intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred and sixty days (360) of final payment to the Contractor. The **DEPARTMENT** considers the project complete when the final payment has been made to the Contractor, not when the construction work is complete. All project cost records and accounts shall be subject to audit by a representative of the **COUNTY** for a period of three (3) years after final close out of the project. The **COUNTY** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **DEPARTMENT** to the **COUNTY**. If the final accounting is not performed within three hundred and sixty (360) days, the **COUNTY** is not relieved from its obligation to pay.
- E.** In the event the final accounting of total project costs is greater than the total deposits to date, the **COUNTY** will pay the additional amount within forty (40) calendar days from the date of the invoice from the **DEPARTMENT**. The **COUNTY** agrees to pay interest at a rate as established pursuant to **Section 55.03, F. S.**, on any invoice not paid within forty (40) calendar days until the invoice is paid.
- F.** The payment of funds under this Locally Funded Agreement will be made:  
Directly to the Department of Financial Services, Division of Treasury for deposit and as provide in the attach **MOA** between **COUNTY, DEPARTMENT**, and the State of Florida, Department of Financial Services, Division of Treasury- a copy of which is attached hereto as **Exhibit "B"**.
6. In the event it becomes necessary for the **DEPARTMENT** to institute suit for the enforcement of the provisions of this Agreement, the **COUNTY** shall pay the Department's reasonable attorney fees and court costs if the **DEPARTMENT** prevails.
7. Should the **DEPARTMENT** and the **COUNTY** decide to proceed with subsequent phases of the Project, the **AGREEMENT** may be amended to identify the respective responsibilities and the financial arrangements between the parties. However, due to the lump sum nature of this particular project, any additional work that requires an additional deposit of funds will also be a non-refundable lump sum payment.
8. This **AGREEMENT** and any interest herein shall not be assigned, transferred or otherwise encumbered by the **COUNTY** under any circumstances without the prior written consent of the **DEPARTMENT**. However, this **AGREEMENT** shall run to the **DEPARTMENT** and its successors.

9. Except as otherwise set forth herein, this AGREEMENT shall continue in effect and be binding to both the **COUNTY** and the **DEPARTMENT** until the Project is **completed** as evidenced by the written acceptance of the **DEPARTMENT**, or **January 31, 2009** whichever occurs first.
10. The **COUNTY** warrants that it has not employed or obtained any company or person, other than bona fide employees of the **COUNTY**, to solicit or secure this AGREEMENT, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the **COUNTY**. For breach or violation of this provision, the **DEPARTMENT** shall have the right to terminate the AGREEMENT without liability.
11. With respect to any of the **COUNTY'S** agents, consultants, subconsultants, contractors, and/or sub-contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suites of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **COUNTY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
12. This AGREEMENT is governed by and construed in accordance with the laws of the State of Florida.
13. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
14. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

**If to the DEPARTMENT:**

Florida Department of Transportation - District Four  
3400 West Commercial Blvd.  
Fort Lauderdale, Florida 33309-3421  
Attn: **Leos A. Kennedy, Jr.**  
With a copy to: **Scott Peterson**  
A second copy to: District General Counsel

If to the COUNTY:

Palm Beach County  
2300 North Jog Road  
West Palm Beach, FL 33411  
Attn: Owen Miley  
With a copy to: Attorney

\*\*\*

IN WITNESS WHEREOF, this Agreement is to be executed by the parties below for the purposes specified herein. [ Authorization has been given to enter into and execute this Agreement by Resolution No. \_\_\_\_\_, hereto attached.]

**PALM BEACH COUNTY, Florida, A**  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

BY: \_\_\_\_\_  
NAME: ADDIE GREENE  
TITLE: CHAIR  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
ROSIELYN QUIROZ  
DIRECTOR OF TRANSPORTATION SUPPORT

**ATTEST:**  
**SHARON R. BOCK**

**APPROVED: (AS TO FORM)**

\_\_\_\_\_  
**CLERK & COMPTROLLER (SEAL)**  
**CIRCUIT COURT**

BY: \_\_\_\_\_  
DISTRICT GENERAL COUNSEL

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

**APPROVED:**

BY: \_\_\_\_\_  
**COUNTY ATTORNEY**

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

**APPROVED AS TO TERMS AND CONDITIONS:**

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

## Exhibit A

### Scope of Services

The **DEPARTMENT** agrees to design and install the landscape and hardscape, hereinafter referred to as Landscape Plans. The **DEPARTMENT** and **COUNTY** are currently negotiating the Landscape Plans as part of the associated roadway project for the Financial Project Number 229817-2-52-01. The limits along SR 882 (Forest Hill Blvd.) are from Florida Mango Road to east of I-95 (MP 7.641 to MP 8.165). The **DEPARTMENT** will develop the Landscape Plans in accordance with its standards and within and contingent upon its budget. The **COUNTY** will be given the opportunity to review and comment on the Landscape Plans. The **DEPARTMENT** will not consider the Landscape Plans complete until a written acceptance is obtained from the **COUNTY**, which written acceptance shall not be unreasonably withheld or delayed. Once the **COUNTY** has accepted the Landscape Plans, no changes shall be made to the Landscape Plans without the written approval by the **COUNTY**, which approval shall not be unreasonably withheld or delayed.

The specifications for the landscape shall consist of the following:

- Trees
- Palms
- Shrubs
- Irrigation
- Hardscape

# Exhibit "B"

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 200\_\_, by and between the State of Florida, Department of Transportation, hereinafter referred to as "**FDOT**" and the State of Florida, Department of Financial Services, Division of Treasury and **PALM BEACH COUNTY** located at **2300 NORTH JOG ROAD, WEST PALM BEACH, FLORIDA 33411** hereinafter referred to as the "**COUNTY**".

### WITNESSETH

WHEREAS, "FDOT" is currently constructing the following project:

Financial Project Number: **229817-2-52-01**,  
County: **PALM BEACH COUNTY**

hereinafter referred to as the "Project".

WHEREAS, FDOT and the **COUNTY** entered into a **Locally Funded Agreement** dated \_\_\_\_\_, wherein FDOT agreed to perform certain work on behalf of the **COUNTY** in conjunction with the Project.

WHEREAS, the parties to this AGREEMENT mutually agreed that it would be in the best interest of the FDOT and the Participant to establish an interest bearing escrow account to provide funds for the work performed on the Project on behalf of the **COUNTY** by the FDOT.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. FDOT and the **COUNTY** agree that the recitals set forth above are true and correct and deemed incorporated herein.
2. An initial deposit in the amount of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)** will be made by the **COUNTY** into an interest bearing escrow account established by the FDOT for the purposes of the project. Said escrow account will be opened with the Department of Financial Services, Division of Treasury, Bureau of Collateral Management on behalf of the FDOT upon receipt of this Memorandum of Agreement. Such account will be an asset of FDOT.
3. Other deposits will be made only by the **COUNTY** as necessary to cover the cost of additional work prior to the execution of any Supplemental Agreements.

4. All deposits shall be made payable to the Department of Financial Services, Revenue Processing and mailed to the FDOT District Four Office. The District Four Office will then forward the check, along with required documentation to the FDOT Central Office for appropriate processing at the following address:

Florida Department of Transportation  
Office of Comptroller  
**Attention: LFA Section**  
Mail Station #42B  
605 Suwannee Street  
Tallahassee, Florida 32399

5. The FDOT's Comptroller and/or her designees shall be the sole signatories on the escrow account with the Department of Financial Services and shall have sole authority to authorize withdrawals from said account.
6. Unless instructed otherwise by the parties hereto, all interest accumulated in the escrow account shall remain in the account for the purposes of the project as defined in the Locally Funded Agreement (LFA).
7. The Department of Financial Services agrees to provide written confirmation of receipt of funds to the FDOT.
8. The Department of Financial Services further agrees to provide periodic reports to the FDOT.

---

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
COMPTROLLER

---

STATE OF FLORIDA  
DEPARTMENT OF FINANCIAL SERVICES  
DIVISION OF TREASURY

**PALM BEACH COUNTY**

BY:

---

COUNTY SIGNATURE

---

COUNTY NAME & TITLE

**2300 North Jog Road**  
**West Palm Beach, FL 33411**

COUNTY ADDRESS

---

**F-596-000-785**

FEDERAL EMPLOYER I.D. NUMBER

2007 \_\_\_\_\_

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX043007-1607

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/30/07	REMAINING BALANCE
<b>FOREST HILL/FL MANGO-195 LK CLRK SHR-DIST 3</b>								
3500-368-1241-8101	Contributions Othr Govtl Agency	0	0	200,000	0	200,000	0	200,000
<b>RESERVE FOR DISTRICT 3</b>								
3500-368-9113-9907	Res-Future Construction	2,566,026	2,179,392	<u>0</u>	<u>200,000</u>	1,979,392		
				200,000	200,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 06/19/07

Engineering & Public Works

R. D. Ward

4/30/07

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department - Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners