

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|--------------------------|------------------|------------|------------|------------|------------|
| Capital Expenditures | \$140,000 | -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 | \$140,000 | -0- | -0- | -0- | -0- |

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
Budget Acct No.: Fund 3501 Dept. 361 Unit 0794 Object 8201.
Program

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

Road Impact Fee Fund - Zone 1
Donald Ross & Alt A1A Intersection Improvements

Contract Agreement (Fiscal Impact) \$140,000.00

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 5-22-07
OFMB
5-23-07
UP
5/21/07

[Signature] 5/25/07
Contract Dev. and Control
5/24/07

B. Approved as to Form and Legal Sufficiency:

[Signature] 5/29/07
Assistant County Attorney

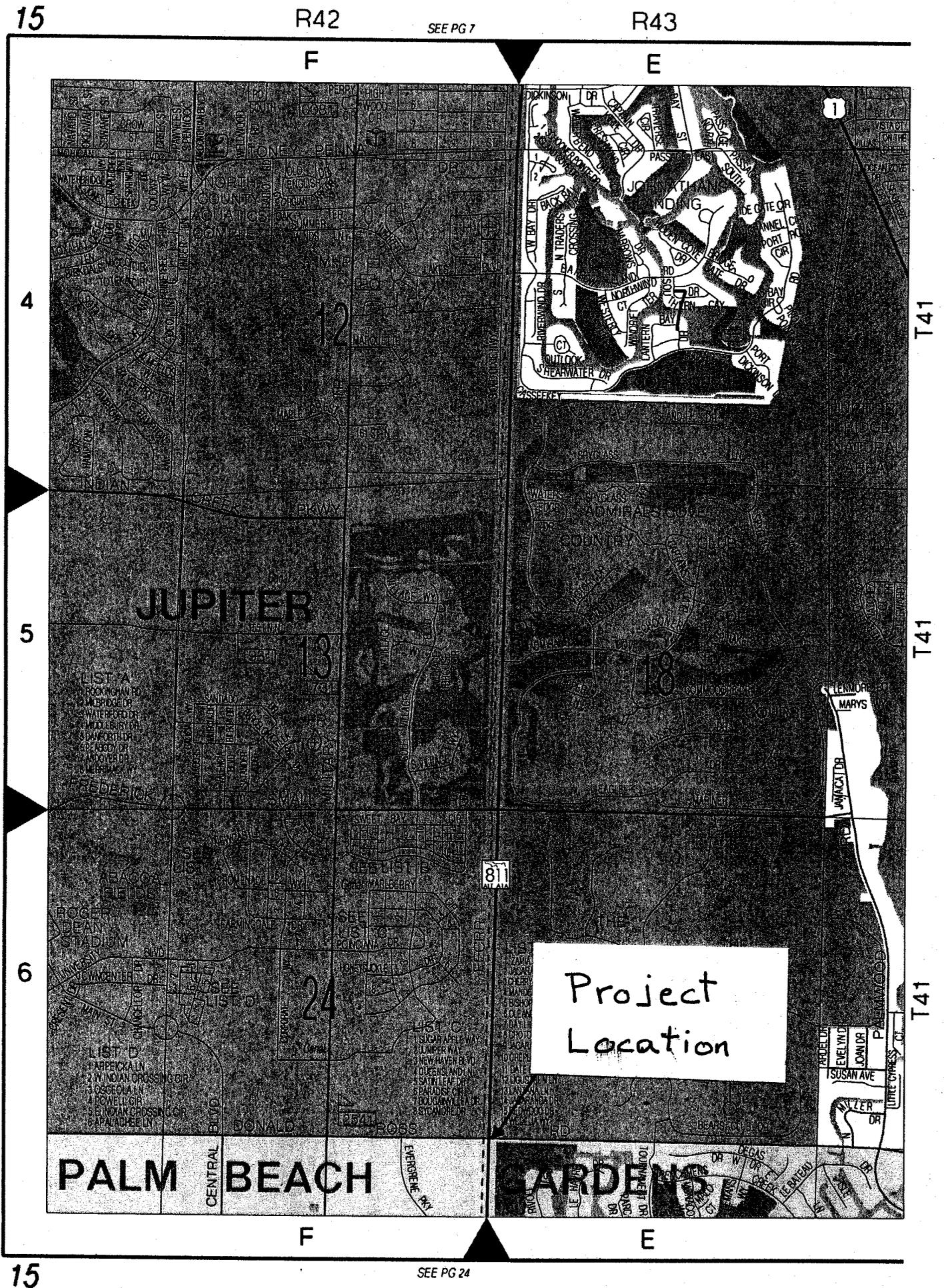
This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

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

PROJECT LOCATION SKETCH
PROJECT #2000112
DONALD ROSS RD AND ALT A1A
INTERSECTION IMPROVEMEN
(SEACOST UTILITY AUTHORITY FACILITIES RELOCATION)



Please return to:
Seacoast Utility Authority
4200 Flood Road
Palm Beach Gardens, FL 33410

**AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
SEACOAST UTILITY AUTHORITY
FOR FUNDING AND CONSTRUCTION FOR THE
RELOCATION OF A METERING INTERCONNECTION FACILITY
AT DONALD ROSS ROAD & ALTERNATE A1A
PALM BEACH COUNTY, FLORIDA**

THIS AGREEMENT, made and entered into this _____ day of _____ 2007, by and between PALM BEACH COUNTY, a political subdivision in the State of Florida, herein referred to as "COUNTY" and the "SEACOAST UTILITY AUTHORITY", a separate Florida legal entity, herein referred to as the "AUTHORITY",

WITNESSETH:

WHEREAS, COUNTY AND AUTHORITY desire to cooperate with the relocation of an existing underground potable water utility metering interconnection facility, hereinafter referred to as the "Work" that is located in an easement along the right-of-way of Donald Ross Road and Alternate A1A; and

WHEREAS, Florida Statutes, Section 163.01, allow governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, both COUNTY and AUTHORITY declare that it is in the public interest that the Work be constructed.

WHEREAS, AUTHORITY is willing and able to provide construction services for the Work; and

WHEREAS, the construction of the Work by the AUTHORITY is in the best interest of both the AUTHORITY and the COUNTY and is the most practical, expeditious and economical way to relocate the interconnection facilities;

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

Section 1. The above recitations are true and correct and incorporated herein.

Section 2. Responsibilities and Duties:

A) AUTHORITY agrees to:

- 1) Advance construction costs for the Work.
- 2) Provide construction from a qualified contractor.
- 3) Obtain an engineering cost estimate prepared by Arcadis G & M, Inc. and a construction cost estimate prepared by AUTHORITY'S ongoing construction services contractor.
- 4) Administer construction of the Work upon receipt of a notice that COUNTY has determined to proceed with the Work.
- 5) Allow COUNTY to review and comment on the construction cost estimates for the Work.

B) COUNTY agrees to:

- 1) Reimburse the AUTHORITY for all construction costs attributable to the Work; said reimbursement not to exceed \$140,000.00. However, the AUTHORITY shall not be required to proceed with the Work if the estimated cost of the work exceeds \$140,000.00.
- 2) Review and comment on the construction cost estimates received for the Work prior to directing the AUTHORITY to proceed with the Work.
- 3) Issue a notice to the Authority to proceed with the Work if the County determines that the Work should proceed in accordance with this Agreement.

Section 3. Payments/Invoicing and Reimbursement: AUTHORITY shall, upon completion of the Work, submit an invoice to COUNTY. The invoice will include a reference to this Agreement, identify the Work, and identify the amount due and payable to AUTHORITY. The invoice shall be itemized in sufficient detail for pre-payment audit thereof, shall be supported by copies of the corresponding paid vendor invoices, and substantiated proof of payment and performance. AUTHORITY shall supply any further documentation deemed necessary by COUNTY. The invoice received from AUTHORITY will be reviewed and approved by COUNTY'S engineering office, indicating that expenditures made in conformity with the Agreement and then will be sent to COUNTY'S finance department for final approval and payment. The invoice will be paid within thirty (30) days following approval.

Section 4. Access and Audits: AUTHORITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the Work for at least three (3) years after its completion. 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.

Section 5. Repayment: AUTHORITY shall repay COUNTY for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement.

Funds that are to be repaid to COUNTY are to be repaid by delivering to COUNTY a certified check for the total amount due and payable the COUNTY, within ten (10) days of COUNTY'S demand, or if repayment is disputed, notice of dispute shall be delivered within ten (10) days.

Nothing contained herein shall act as a limitation of COUNTY'S right to be repaid, as a waiver of any rights of COUNTY or AUTHORITY, or preclude COUNTY or AUTHORITY from pursuing any other remedy that may be available to it under law or equity.

Section 6. Independent Contractor: AUTHORITY recognizes that it is an independent contractor and not an agent or servant of COUNTY. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 7. Liability: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions, of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes. Furthermore, the AUTHORITY stipulates that the extent of the COUNTY'S liability shall be limited solely to its funding obligation except as otherwise provided in Section 8 of this Agreement.

Liability for injury to personnel, and costs associated with the loss or damage of equipment, shall initially be borne by the party employing such personnel and owning such equipment but shall eventually be borne by the party or person causing such injury, loss or damage.

Section 8. Indemnification: The COUNTY shall indemnify, defend, and hold harmless the AUTHORITY against any actions, claims, or damages arising out of COUNTY'S negligence in connection with this Interlocal Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the AUTHORITY for the AUTHORITY'S negligent acts or omissions.

The AUTHORITY shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of AUTHORITY'S negligence in connection with this Interlocal Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY'S negligent acts or omissions.

Section 9. Notice of Complaints or Suits: Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it, which arises out of or relates, in any manner, to the performance of this Agreement.

Section 10. Annual Appropriation: All provisions of this Agreement calling for the expenditure of ad valorem tax money by the COUNTY are subject to annual budgetary funding and should the COUNTY involuntarily fail to fund any of its respective obligations pursuant to this Agreement, this Agreement may be terminated.

Section 11. Breach and Opportunity to Cure: The parties expressly covenant and agree that in the event either party is in default of its obligation under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights, except in an emergency affecting public health or public safety.

Section 12. Enforcement Costs: 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 this Agreement.

Section 13. Notice: Any and all notices required or permitted to be given hereunder shall be deemed received three (3) days after same are deposited in U.S. Mail sent via certified mail, return receipt requested.

All notice to the AUTHORITY shall be sent to:

Mr. Rim Bishop, Executive Director
Seacoast Utility Authority
4200 Hood Road
Palm Beach Gardens, FL 33410-2174

All notice to the COUNTY shall be sent to:

Mr. George T. Webb, P.E., County Engineer
Palm Beach County
2300 N. Jog Road
West Palm Beach, FL 33411-2745

Section 14. Modification and Amendment: 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.

Section 15. Remedies: This Agreement shall be construed by 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 such 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 hereunder shall preclude any other or further exercise thereof.

Section 16. Joint Preparation: 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.

Section 17. Equal Opportunity: COUNTY and AUTHORITY agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of the Agreement. The AUTHORITY will ensure that the contract let for the Work pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 18. Entire Agreement: This Agreement constitutes the entire contract between the parties hereto and supersedes all prior understanding, if any. There are no other oral or written promises, conditions, representations, understanding or terms of any kind as conditions of inducement to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner as this Agreement.

Section 19. Severability: In the event any term of provision of this Agreement shall be held invalid, such invalid term or provision shall not affect the validity of any other term of provision hereof and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term of provision had never been a part of this Agreement.

Section 20. Effective Date: This Agreement shall become effective upon adoption by COUNTY of a confirming resolution pursuant to public hearing required under Ordinance 91-41, as amended by Ordinance 95-53 and upon its execution by COUNTY and AUTHORITY.

Section 21. No Obligation to Approve Confirming Resolution: The execution of this Agreement does not obligate COUNTY to approve the confirming resolution referenced in this Agreement.

Section 22. Execution: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

Section 23. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida

IN WITNESS WHEREOF, the undersigned parties have executed the Interlocal Agreement on the day and year first written above.

SEACOAST UTILITY AUTHORITY

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

By: _____
Chair

By: _____
Chair

ATTEST:

ATTEST:

Mary Ann Stiles, Authority Clerk

Sharon R. Bock, Clerk & Comptroller

By: _____
(Date)

By: _____
Deputy Clerk (Date)

By: _____
Seacoast Utility Authority Attorney

By: _____
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: SR Domingo A Fernandez



**SEACOAST UTILITY AUTHORITY AND TOWN OF JUPITER
 POTABLE WATER INTERCONNECT METER RELOCATION
 ALTERNATE A-1-A & DONALD ROSS ROAD
 ENGINEER'S ESTIMATE**

| Description | Quantity | Unit | \$/Unit | Total |
|---------------------------|----------|------|-------------|-------------|
| 16-inch Watermain (D.I.) | 140 | LF | \$150.00 | \$21,000.00 |
| 8-inch Watermain (D.I.) | 40 | LF | \$50.00 | \$2,000.00 |
| DI Fittings | 3500 | lbs | \$7.00 | \$24,500.00 |
| RSGV | | | | |
| 16" | 1 | EA | \$3,500.00 | \$3,500.00 |
| 8" | 4 | EA | \$1,200.00 | \$4,800.00 |
| Check Valve 8" | 2 | EA | \$2,000.00 | \$4,000.00 |
| BFV | | | | |
| 16" | 1 | EA | \$8,500.00 | \$8,500.00 |
| Meter/Strainer Relocation | 2 | EA | \$500.00 | \$1,000.00 |
| Demolition/Restoration | 1 | EA | \$10,000.00 | \$10,000.00 |
| FH | | | | |
| New | 1 | EA | \$3,750.00 | \$3,750.00 |
| Relocate | 1 | EA | \$1,500.00 | \$1,500.00 |
| Sidewalk | 1 | CY | \$800.00 | \$800.00 |
| GEO Block Drive | 47 | SY | \$200.00 | \$9,400.00 |
| Paint | 1 | EA | \$5,000.00 | \$5,000.00 |
| Landscaping | 1 | EA | \$5,000.00 | \$5,000.00 |
| Fence | 120 | LF | \$25.00 | \$3,000.00 |

| | |
|------------------------------|---------------------|
| Subtotal | \$107,750.00 |
| Overhead & Profit | \$20,590.00 |
| Contingency | \$11,660.00 |
| Total | \$140,000.00 |

Imagine the result



DEEVAN INCORPORATED
UNDERGROUND UTILITY CONTRACTORS
WATER • SEWER • DRAINAGE

February 22, 2007

Seacoast Utility Authority
Attn: Jim Lance
4200 Hood Road
Palm Beach Gardens, Florida 33410

RE: Alternate A1A & Donald Ross Road Meter Replacement

DESCRIPTION:

Relocate Jupiter/Seacoast Utility Authority meter assembly 60' North of existing location.

| | | |
|-----------------------------|----|-----------|
| - Labor & Equipment | \$ | 40,500.00 |
| - Survey | \$ | 7,500.00 |
| - Demolition | \$ | 5,000.00 |
| - Pipe Materials | \$ | 67,000.00 |
| - Access Drive | \$ | 5,300.00 |
| - Miscellaneous restoration | \$ | 1,600.00 |
| - Landscape | \$ | 6,100.00 |
| - Fence | \$ | 5,200.00 |
| - Bacteriological testing | \$ | 1,500.00 |

Estimated Total Not to Exceed: \$ 139,700.00

Prices do not include: Survey, permits, payment and performance bonds, removal or replacement of unsuitable soils or materials, removal of excess fill, dewatering permits or any fees or fines associated with dewatering, damage to unmarked or improperly marked existing utilities or irrigation systems, removal, restraint, or relocation of existing utilities or utility poles, irrigation systems, fire line, electric work for lift station including mounting of control panel, TV of lines, deflection gauge testing.

Price are subject to change after 30 days from proposal date.

Thank you for giving us the opportunity to provide you with this quotation. We look forward to discussing this project with you in detail.

Sincerely,

Van C. Williams
President

1450 Kinetic Road • Lake Park, Florida 33403
Phone (561) 844-5518 • Fax (561) 844-5641