

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$163,000</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>
NET FISCAL IMPACT	<u>\$163,000</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 Acct No.: Fund 1201 Dept. 363 Unit R001 Object 8101
Program

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

County Transportation Trust Fund
Culvert Replacement
South Indian River Water Control District Drainage

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 6/20/07
OFMB
CN 6/20/07
CN 6/20/07

[Signature] 6/21/07
Contract Dev. and Control
6/21/07

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 6/26/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

**REIMBURSEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE SOUTH INDIAN RIVER WATER CONTROL DISTRICT
FOR A SHARE OF REPAIR COSTS TO STORM DAMAGED DRAINAGE
EASEMENTS AND CANAL OUTFALLS CAUSED BY HURRICANES FRANCES,
JEANNE AND WILMA**

THIS REIMBURSEMENT 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 **SOUTH INDIAN RIVER WATER CONTROL DISTRICT**, an independent Special District of the State of Florida, hereinafter referred to as "**DISTRICT**"

WITNESSETH:

WHEREAS, the **COUNTY** utilizes the **DISTRICT'S** drainage easement along the **COUNTY'S** roadways Mellen Lane, Haynie Lane, Bridal Court, and Jupiter Farms Road. The **COUNTY** and the **DISTRICT** also share maintenance responsibility of canal outfalls that cross county roadways; Alexander Run, Mellen Lane Randolph Siding, and 69th Drive.

WHEREAS, the canal outfalls sustained damage during the 2005/2006 hurricane season and would have caused severe damage to the **COUNTY'S** roadway system if the repairs had not been made as quickly as possible.

WHEREAS, the **DISTRICT** undertook the repairs of, the damaged canal outfalls within the **District** adjacent to **COUNTY** roads after Hurricanes Frances, Jeanne, and Wilma.

WHEREAS, the repairs to the canal outfalls included replacing rock (rip-rap) to restore eroded canal banks within Palm Beach County right of ways and ensured against future canal bank failures within the drainage easements adjacent to **COUNTY** roads hereinafter the **PROJECT**.

WHEREAS, the **COUNTY** believes that these efforts by the **DISTRICT** served a public purpose and wishes to recognize the **DISTRICT's** efforts to repair these areas adjacent to **COUNTY** roads by providing partial reimbursement funding for the

PROJECT in an amount not to exceed **ONE HUNDRED SIXTY THREE THOUSAND DOLLARS (\$163,000.00)**.

WHEREAS, the **COUNTY** is willing to make this reimbursement since the **COUNTY** has maintenance obligations for the roadway and had the **DISTRICT** not undertaken **PROJECT** the **COUNTY** would have been responsible for more than the portion of the **PROJECT** cost that is being requested.

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 **DISTRICT** reimbursement funding for documented costs of the **PROJECT** in an amount not to exceed **ONE HUNDRED SIXTY THREE THOUSAND DOLLARS (\$163,000.00)** for work performed subsequent to the hurricanes, repairing the **DRAINAGE EASEMENT** and outfalls adjacent to **COUNTY** roads within the **DISTRICT** upon the **DISTRICT's** submission of acceptable documentation needed to substantiate its costs for the **PROJECT**. The **COUNTY** will use its best efforts to provide said funds to the **DISTRICT** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 5, below. Those costs incurred by the **DISTRICT** subsequent to the date of this Agreement are eligible for reimbursement by the **COUNTY** pursuant to the terms and conditions hereof.
3. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.
4. The **DISTRICT** has assumed all responsibility for contract administration for the **PROJECT**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations. The **DISTRICT** obtained or provided all labor necessary for the **PROJECT**.
5. The **DISTRICT** 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 **DISTRICT**. Said information shall list each invoice payable by the **DISTRICT** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **DISTRICT** shall attach a copy of each vendor invoice paid by the **DISTRICT** along with a copy of the respective cancelled check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **DISTRICT** shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **DISTRICT** as indicated.

6. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **DISTRICT** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

7. The **DISTRICT** was solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which were required for the **PROJECT**.

8. The **PROJECT** has been completed and final invoices must be submitted to the **COUNTY** no later than December 31, 2007.

9. Each party shall be liable for its own actions and negligence and to the extent permitted by law; the **DISTRICT** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **DISTRICT's** negligence in connection with this Agreement or the performance by the **DISTRICT** 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.

10. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **DISTRICT** 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 **PROJECT**.

This notice is required by F.S. 287.133(3)(a).

11. The **DISTRICT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

12. 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.

13. 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 DISTRICT

South Indian River Water Control District
Mr. Gale M. English, General Manager
15600 Jupiter Farms Road
Jupiter, Florida 33478-9399

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.

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

21. 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.

SOUTH INDIAN RIVER WATER CONTROL DISTRICT

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

By: *Thomas H. Powell*
President

By: _____
Addie L. Greene, Chair

ATTEST:

ATTEST:

By: *Gale M English*
Witness

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Will A. Cogh*
District Attorney

By: _____
Assistant County Attorney

Date: 6/6/07

DATE: _____

APPROVED AS TO TERMS AND CONDITIONS

By: *Will A. Cogh*

Date: 6/13/07