



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>\$56,525</u>	<u>\$58,786</u>	<u>\$61,138</u>	<u>\$63,583</u>	<u>\$66,127</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>\$56,525</u></b>	<b><u>\$58,786</u></b>	<b><u>\$61,138</u></b>	<b><u>\$63,583</u></b>	<b><u>\$66,127</u></b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X (FY 08) \_\_\_\_\_  
 Budget Acct No.: Fund 1201 Dept. 360 Unit 2220 Object 3401.  
 Program

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

County Transportation Trust Fund  
 Bridge Section  
 Other Contractual Services

C. Departmental Fiscal Review: R.D. Ward 9/25/07

**III. REVIEW COMMENTS**

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

[Signature] 10/1/07  
 OFMB  
 [Stamp: actw 10-1-07] [Stamp: 10/1/07] [Stamp: 9/27/07]  
[Signature] 10/2/07  
 Contract Dev. and Control

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

This amendment complies with our review requirements.

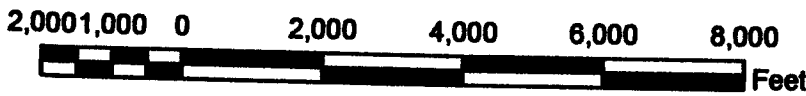
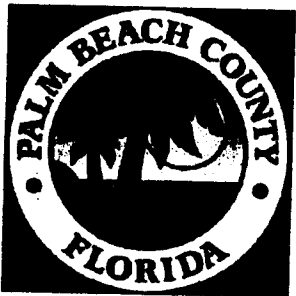
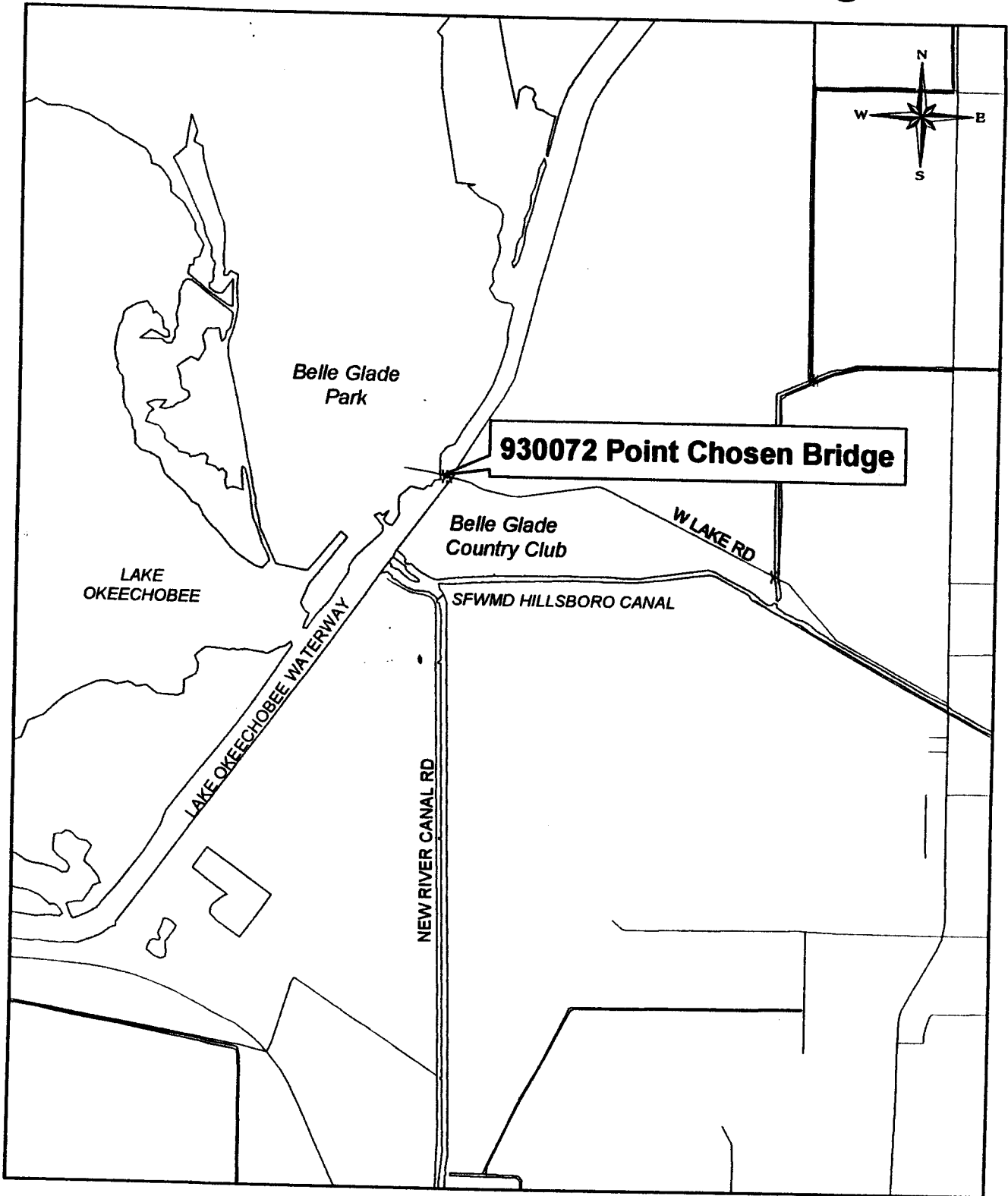
[Signature] 10/4/07  
 Assistant County Attorney

**C. Other Department Review:**

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

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

# 930072 Point Chosen Bridge



**Legend**

- ⊗ ENG\_bridge
- pbc\_major\_roads
- pbc\_roadbase
- pbc\_water

8B 30AUG32002 JTS C:\mydocuments\pointchosen.mxd

LOCATION SKETCH

**THIRD AMENDMENT TO AN AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA, AND CHARLES CORBIN AND PAUL "GORDON" CORBIN FOR BRIDGETENDING SERVICES**

**THIS THIRD AMENDMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereafter referred to as "County" and **CHARLES CORBIN**, a private individual whose address is, P. O. Box 407, Belle Glade, Florida 33430, for the purpose of providing bridgetending services for the swing bridge (Point Chosen) that crosses the Okeechobee Rim Canal on West Lake Road (CR-717) from Belle Glade to Torry Island, Florida.

**WITNESSETH:**

**WHEREAS**, the County and Charles Corbin and Paul "Gordon" Corbin entered into an agreement for **BRIDGETENDING SERVICES** on September 11, 2001 (R-2001-1425) which expired on September 30, 2002; and

**WHEREAS**, the County and Charles Corbin and Paul "Gordon" Corbin amended the original agreement (First Amendment) on October 1, 2002 (R-2002-1698) to extend the agreement to September 30, 2007, for a not to exceed amount of \$48,298.49 for the first year, with a 2% increase each year thereafter for the term of the agreement; and

**WHEREAS**, on August 16, 2005, the County and Charles Corbin entered into the Second Amendment (R2005-1456) to the Agreement wherein Charles Corbin assumed all duties of Paul "Gordon" Corbin (deceased) to continue the Agreement for the remaining term and wherein a change was made to the annual increase from 2% to 4% commencing on October 1, 2005; and

**WHEREAS**, due to the on-call nature of the **BRIDGETENDING SERVICES** and the proximity of Charles Corbin to the Swing Bridge, Charles Corbin is best suited to continue **BRIDGETENDING SERVICES**; and

**WHEREAS** the County and Charles Corbin desire to extend the agreement to September 30, 2012 for a not to exceed amount of \$56,524.16, for the first year, with a 4% increase each year thereafter for the term of the agreement; and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the public that the County and Charles Corbin enter into this agreement.

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

1. Paragraph 4 is amended as follows:

4. This agreement is a fixed price contract in the amount of \$56,524.16, with payment to be made by the County to Charles Corbin.

2. Paragraph 5 is amended as follows:

5. The County will pay to Charles Corbin for the proper performance of services, an amount not-to-exceed Fifty-Six Thousand Five Hundred Twenty-Four Dollars and Sixteen Cents (\$56,524.16) for the first year and commencing on October 1, 2008 the amount shall be increased by four percent (4%) per year, one-twelfth of which will be paid on a monthly basis, so long as the Bridge is operational. In the event the Bridge is closed and/or non-operational for a continuous period exceeding thirty (30) days, Charles Corbin is relieved of the obligations set forth herein until such time as the Bridge is reopened and operational. A reduction of the monthly amount due Charles Corbin will be made for the number of days the Bridge is non-operational. For periods of seven (7) days immediately following the closing and immediately before the reopening, he will be paid at the daily contractual bridge tending rate for being on standby status. The daily rate will be calculated by dividing the number of days in a given month by the monthly amount. Charles Corbin will submit a monthly invoice. Payment of the not to exceed monthly sum shall extinguish any obligation the County has or may have to Charles Corbin for that month. Invoices will normally be reviewed and approved by the County's Division of Road and Bridge indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County's approval.

3. Except as provided herein, all other terms and conditions of the agreement dated September 11, 2001, the First Amendment to the agreement dated October 1, 2002, the Second Amendment to the agreement dated August 16, 2005 shall remain in full force

and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the day and year written above.

WITNESS:

*[Handwritten Signature]*

*Charles L Corbin*  
CHARLES CORBIN

ATTEST:

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

SHARON BOCK  
CLERK & COMPTROLLER

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

By: \_\_\_\_\_  
Commissioner Addie L. Greene Chairperson

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: *Marlene R. [Signature]*  
Assistant County Attorney

By: *[Signature]*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID JL  
CORBINC

DATE (MM/DD/YYYY)  
02/14/07

**PRODUCER**  
FLORIDA CONSOLIDATED AGY., INC  
D/B/A FIDELITY INSURANCE  
14145 U.S. HWY. ONE  
JUNE BEACH FL 33408  
Phone: 561-775-7180 Fax: 561-775-7186

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
  
Charles L. Corbin  
Po Box 250  
Belle Glade FL 33430

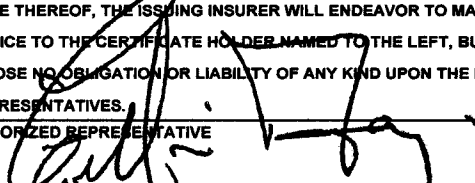
INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: <b>Scottsdale Ins Co</b>	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CLS1325250	12/14/06	12/14/07	EACH OCCURRENCE	\$ 300000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100000
						MED EXP (Any one person)	\$ 1000
						PERSONAL & ADV INJURY	\$ 300000
						GENERAL AGGREGATE	\$ 300000
						PRODUCTS - COMP/OP AGG	\$ 300000
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Bridge tending fax# 233-3986  
 Certificate Holder is listed as additional insured with respect to general liability.

CERTIFICATE HOLDER	CANCELLATION
PBCOUNT  Palm Beach County Road & Bridge Division Attn: Vivia 3700 Belvedere Rd. Bldg C West Palm Beach FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

**SECOND AMENDMENT TO AN AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA, AND CHARLES CORBIN AND PAUL "GORDON" CORBIN FOR BRIDGETENDING SERVICES**

**THIS SECOND AMENDMENT**, made and entered into this AUG 16 2005 day of \_\_\_\_\_, 2005 by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereafter referred to as "County" and **CHARLES CORBIN**, a private individual whose address is, P. O. Box 407, Belle Glade, Florida 33430, for the purpose of providing bridgetending services for the swing bridge (Point Chosen) that crosses the Okeechobee Rim Canal on West Lake Road (CR-717) from Belle Glade to Torry Island, Florida.

**WITNESSETH:**

**WHEREAS**, the County and Charles Corbin and Paul "Gordon" Corbin entered into an agreement for **BRIDGETENDING SERVICES** on September 11, 2001 (R-2001-1425) which expired on September 30, 2002; and

**WHEREAS**, the County and Charles Corbin and Paul "Gordon" Corbin amended the original agreement on October 1, 2002 (R-2002-1698) to extend the agreement to September 30, 2007, for a not to exceed amount of \$48,298.49 for the first year, with a 2% increase each year thereafter for the term of the agreement; and

**WHEREAS**, Paul "Gordon" Corbin is deceased and Charles Corbin wishes to assume the duties of Paul "Gordon" Corbin and continue the agreement for the remaining term; and

**WHEREAS**, due to the on-call nature of the **BRIDGETENDING SERVICES** and the proximity of Charles Corbin to the Swing Bridge, Charles Corbin is best suited to continue **BRIDGETENDING SERVICES**; and

**WHEREAS**, due to significant increases in insurance costs the County and Charles Corbin desire to change the annual increase from 2% to 4% commencing on October 1, 2005; and

**WHEREAS**, it is in the best interest of the health, safety and welfare of the public that the County and Charles Corbin enter into this agreement;

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



1. All references throughout the agreement and first amendment to Paul "Gordon" Corbin or Corbins will be changed to Charles Corbin.
2. Paragraph 4 is amended as follows:
  4. This agreement is a fixed price contract in the amount of \$48,298.49, with payment to be made by the County to Charles Corbin.
3. Paragraph 5 is amended as follows:
  5. The County will pay to Charles Corbin for the proper performance of services, an amount not-to-exceed Forty-Eight Thousand Two Hundred Ninety-Eight Dollars and Forty-Nine Cents (\$48,298.49) for the first year and commencing on October 1, 2005 the amount shall be increased by four percent (4%) per year, one-twelfth of which will be paid on a monthly basis, so long as the Bridge is operational. In the event the Bridge is closed and/or non-operational for a continuous period exceeding thirty (30) days, Charles Corbin is relieved of the obligations set forth herein until such time as the Bridge is reopened and operational. A reduction of the monthly amount due Charles Corbin will be made for the number of days the Bridge is non-operational. For periods of seven (7) days immediately following the closing and immediately before the reopening, he will be paid at the daily contractual bridge tending rate for being on standby status. The daily rate will be calculated by dividing the number of days in a given month by the monthly amount. Charles Corbin will submit a monthly invoice. Payment of the not to exceed monthly sum shall extinguish any obligation the County has or may have to Charles Corbin for that month. Invoices will normally be reviewed and approved by the County's Division of Road and Bridge indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the County's approval.
4. Except as provided herein, all other terms and conditions of the agreement dated September 11, 2001 and the First Amendment to the agreement dated October 1, 2002 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written above.

WITNESS:

Gerald E. Bues

Charles L. Corbin

CHARLES CORBIN

R 2005 1456 AUG 16 2005

ATTEST:

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

SHARON BOCK, CLERK, & Comptroller

By: Umaritte Valentin  
Deputy Clerk

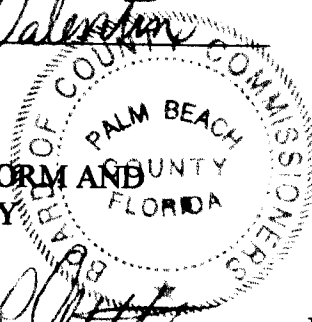
By: Tony Masiotti  
Tony Masiotti, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: Malcolm R. Little  
Assistant County Attorney

By: Minda Berry



**FIRST AMENDMENT TO AN AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA, AND CHARLES CORBIN AND PAUL "GORDON" CORBIN FOR BRIDGETENDING SERVICES**

THIS AMENDMENT NUMBER ONE is made and entered into this \_\_\_\_ day of OCT 01 2002, 2002, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," and **CHARLES CORBIN and PAUL "GORDON" CORBIN**, private individuals residing at 1841 NW Avenue L (P. O. Box 250), Belle Glade, Florida 33430, respectively, hereinafter referred to as the "Corbins," for the purpose of providing bridgetending services of the swing bridge (Point Chosen) that crosses the Okeechobee Rim Canal on West Lake Road (CR-717) from Belle Glade to Torry Island, Florida.

**WITNESSETH:**

**WHEREAS**, the County and Corbins entered into an agreement for bridgetending services on September 11, 2001 (R-2001-1425) which expires on September 30, 2002; and

**WHEREAS**, the County and the Corbins desire to extend the terms of said Agreement for an additional sixty (60) month period; and

**WHEREAS**, the County has agreed to remit to the Corbins a not-to-exceed amount of Forty-Eight Thousand Two Hundred Ninety-Eight Dollars and Forty-Nine Cents (\$48,298.49) for the first year with a two percent (2%) increase thereafter for the term of the Agreement.

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

1. The above recitations are true and correct and incorporated herein.
2. The Agreement is hereby amended to read as follows:
3. Paragraph 4 is amended as follows:
  4. This Agreement is a fixed price contract with payment to be made by the County to the Corbins, who shall have full and sole responsibility for distribution between themselves.
4. Paragraph 5 is amended as follows:
  5. The County will pay to the Corbins for the proper performance of services, an amount not-to-exceed Forty-Eight Thousand Two Hundred Ninety-Eight Dollars and Forty-Nine Cents (\$48,298.49) for the first year and each year

thereafter the annual maximum amount shall be increased by two percent (2%) per year, one-twelfth of which will be paid on a monthly basis, so long as the Bridge is operational. In the event the Bridge is closed and/or nonoperational for continuous period exceeding thirty (30) days, the Corbins are relieved of the obligations set forth herein until such time as the Bridge is reopened and operational. A reduction of the monthly amount due the Corbins will be made for the number of days the Bridge is nonoperational. For periods of seven (7) days immediately following the closing and immediately before the reopening, they will be paid at the daily contractual bridgetending rate for being on standby status. The daily rate will be calculated by dividing the number of days in a given month by the monthly amount. Notwithstanding the provisions of paragraph 4 or this paragraph 5, the Corbins may submit to County two (2) invoices for services rendered for each month. One invoice may be submitted in the name of Charles Corbin and one invoice may be submitted in the name of Paul "Gordon" Corbin. The total amount due each month (on both invoices) shall not exceed the sum of Four Thousand Twenty-Four Dollars and Eighty-Seven Cents (\$4,024.87). In the event the sum of the invoices submitted for any one month is greater than the not to exceed amount due for the month, the County may permit payment to Charles Corbin and Paul "Gordon" Corbin jointly. Payment of the not to exceed monthly sum shall extinguish any obligation the County may have to Charles Corbin and/or Paul "Gordon" Corbin for that month.

Invoices will normally be reviewed and approved by County's Division of Road and Bridge indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following County's approval.

5. Paragraph 6 is amended as follows:

6. This Agreement shall commence on the 1st day of October, 2002 and shall terminate on the 30th day of September, 2007. The County may terminate this Agreement with or without cause by giving the Corbins thirty (30) days written notice of said intent to cancel. The Corbins may terminate this Agreement with or without cause by giving the County six (6) months written notice of said intent to cancel. If this Agreement is so terminated, the County's obligations under this Agreement shall be limited to payment for all proper costs incurred through the date of termination.

6. Paragraph 7 is deleted in its entirety.

7. Except as provided herein, all other terms and conditions of the Agreement dated September 11, 2001 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year written above.

WITNESS:

R2002 1698

Howard Kent

Charles L. Corbin  
CHARLES CORBIN

WITNESS:

Howard Kent

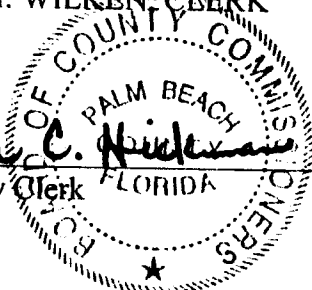
Paul "Gordon" Corbin  
PAUL "GORDON" CORBIN

ATTEST:

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

DOROTHY H. WILKEN, CLERK

By: Linda C. Hickman  
Deputy Clerk



By: Warren H. Newell OCT 01 2002  
Warren H. Newell, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: Marlene Pluta  
Assistant County Attorney

By: Deey T. Webb

## AGREEMENT

THIS AGREEMENT is made and entered into this SEP 11 2001 day of \_\_\_\_\_, 2001 and between PALM BEACH COUNTY a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and CHARLES CORBIN and PAUL "GORDON" CORBIN, two individuals residing at 1841 NW Avenue L (P. O. Box 407), Belle Glade, Florida 334 respectively, hereinafter referred to as "CORBINS," for the purpose of providing bridge tending services of the Swing Bridge (Point Chosen) that crosses the Okeechobee Rim Canal on West Lake Road CR-717) from Belle Glade to Torry Island, Florida.

## WITNESSETH:

WHEREAS, the COUNTY owns and maintains the Swing Bridge that crosses over the Okeechobee Rim Canal on West Lake Road from Belle Glade to Torry Island; and

WHEREAS, the Swing Bridge must be opened and closed manually to accommodate vehicular and boat traffic, hereinafter referred to as "BRIDGE TENDING SERVICES"; and

WHEREAS, the nature of the BRIDGE TENDING SERVICES are on an as-needed basis seven (7) days a week, fifty-two (52) weeks a year as well as emergency services to police and fire departments; and

WHEREAS, the CORBINS live and work in close proximity to the Swing Bridge and therefore are available to perform the necessary BRIDGE TENDING SERVICES and have for several years provided continuous BRIDGE TENDING SERVICES to the COUNTY and to the Florida Department of Transportation, hereinafter referred to as "FDOT" when the Swing Bridge was under the FDOT's control; and

WHEREAS, due to the on-call nature of the BRIDGE TENDING SERVICES and the proximity of the CORBINS to the Swing Bridge, the CORBINS are best suited to continue to provide BRIDGE TENDING SERVICES; and

WHEREAS, it is in the best interest of the health, safety and welfare of the public that the COUNTY and the CORBINS enter into this Agreement.

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

1. The CORBINS agree to provide all BRIDGE TENDING SERVICES necessary during the term of this Agreement. The bridge will open to marine traffic as requested from 7 a.m. to 7:00 p.m. Friday, Saturday and Sunday; and 7:00 a.m. to 6:00 p.m., Monday, Tuesday, Wednesday and Thursday. "On Call" service will be provided for special requests or emergency openings by contacting the Palm Beach County Sheriff's Department, Harbor Patrol or the Glade Police Department on a 24 hour, 365 day per year basis. Said services shall include but not be limited to manually operating the swing span to accommodate marine traffic and advising the COUNTY of any and all defined maintenance deficiencies relative to the entire bridge structure detailed in the plans and specifications residing at the Department of Engineering and Public Works 160 Australian Avenue, West Palm Beach Florida.

2. The CORBINS agree that they shall be independent contractors and not employees of the COUNTY. The CORBINS will be fully responsible for all social security payments, withholding taxes, workers compensation insurance and liability insurance for themselves. The COUNTY shall have no responsibility for such taxes, insurance, unemployment compensation, employee benefits or workers compensation claims. Each provider of bridge tending services during the term of this Agreement or any extension thereof, maintain in force at all times Comprehensive General Liability insurance with an insurance company authorized to transact business in the State of Florida and acceptable to the COUNTY. Each policy must have limits not less than \$300,000 Combined Single Limit for Personal Injury, Bodily Injury and Property Damage Liability and shall include Contractual Liability coverage to support the provider's agreement of indemnity. Each policy shall be endorsed to show Palm Beach County a political subdivision of the State of Florida, as an additional insured as its interest may appear, and shall provide that insurance shall not be canceled, limited or non-renewed until after thirty (30) days written notice has been given to the COUNTY. Certificates of Insurance evidencing required coverage shall be filed with the COUNTY prior to the effective date of this Agreement.

3. The CORBINS agree to indemnify and hold harmless the COUNTY from liability on account of any injuries, damages, omissions, commissions, actions, causes of actions, claims, suits, judgments or damages accruing as a result of services performed or not performed by the provider pursuant to this Agreement.

4. This Agreement shall be a fixed price contract in the amount of Forty-Six Thousand Eight Hundred Ninety-one Dollars and Seventy-Four Cents (\$46,891.74) to be divided equally between the CORBINS with said parties having full and sole responsibility for such distribution.

5. The COUNTY will pay to the CORBINS for the proper performance of services, amount not-to-exceed Forty-Six Thousand Eight Hundred Ninety-One Dollars and Seventy-Four Cents (\$46,891.74), one-twelfth of which will be paid on a monthly basis, so long as the bridge is operational. In the event the bridge is closed and/or nonoperational for continuous period exceeding thirty (30) days, the CORBINS are relieved of the obligations set forth herein until such time as the bridge is reopened and operational. A reduction of the monthly amount due the CORBINS will be made for the number of days the bridge is nonoperational. For periods of seven (7) days immediately following the closing and immediately before the reopening, they will be paid at the daily contract bridge tending rate for being on standby status. The daily rate will be calculated by dividing the number of days in a given month by the monthly amount. Notwithstanding the provisions of paragraph 4 of this Agreement, the CORBINS may submit to the COUNTY two (2) invoices for services rendered for each month. One invoice may be submitted in the name of Charles Corbin and one invoice may be submitted in the name of Paul "Gordon" Corbin. The total amount due each month (on both invoices) shall not exceed the sum of Three Thousand Nine Hundred Seven Dollars and Sixty-Five Cents (\$3,907.65). In the event the sum of the invoices submitted for any one month is greater than the not to exceed amount due for the month, the COUNTY may permit payment to Charles Corbin and Paul "Gordon" Corbin jointly. Payment of the not to exceed monthly sum shall extinguish any obligation the COUNTY may have to Charles Corbin and/or Paul "Gordon" Corbin for that month.

Invoices will normally be reviewed and approved by the COUNTY's Division of Road and Bridge indicating that services have been rendered in conformity with the Agreement and they will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY's approval.

6. This Agreement shall commence on the 1st day of October, 2001 shall terminate on the 30th day of September, 2002. The COUNTY may terminate this Agreement with or without cause by giving the CORBINS thirty (30) days written notice of said intent to cancel. If



Agreement is so terminated, the COUNTY's obligations under this Agreement shall be limited to payment for all proper costs incurred through the date of termination.

7. This Agreement shall be extended for a period of one year from the date of termination, which is the 30th day of September, 2002 (until the 30th day of September 2003) by written mutual agreement thirty (30) days prior to the 30th day of September, 2002.

8. The CORBINS agree to complete U.S. Treasury Form W-9, a copy of which is attached hereto and incorporated herein as Exhibit "A."

9. This Agreement and exhibits attached hereto (Exhibit "A") contain all the terms and conditions agreed upon by the parties. All items incorporated by reference are physically attached to this Agreement. No other Agreement shall be deemed to exist or to bind any of the parties hereto.

10. This Agreement shall not be modified or amended unless effectuated in writing and signed by the parties hereto.

11. As provided in F.S. 287.132-133, by entering into this contract or performing a work in furtherance hereof, the CORBINS certify that they, their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has caused this Agreement to be executed by its Chair and attested by its Clerk with its seal affixed hereto, and the CORBINS have hereunto set their hands on the day and year written above.

By: Charles L. Corbin CHARLES CORBIN By: Paul "Gordon" Corbin PAUL "GORDON" CORBIN

WITNESSES:

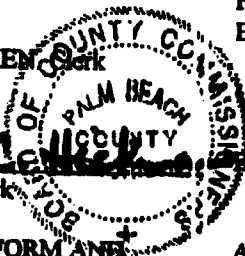
Nan R. Corbin Nan R. Corbin

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ATTEST:

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

DOROTHY H. WILKINSON  
Clerk



By: Clinda C. [Signature]  
Deputy Clerk

By: W. [Signature]  
Warren H. Newell, Chairman

SEP 11 2001

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

By: Malcolm R. [Signature]  
Assistant County Attorney

By: Sevyn T. [Signature]

Post-It® Fax Notepad	7671	Date	9/3/02	Page	5
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Co./Dept.	ROADS BEIRGE	Co.			
Phone #	233-3927	Phone #			
Fax #	233-3986	Fax #			

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