

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$119,700	-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	\$119,700	-0-	-0-	-0-	-0-

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 7
 South Place & Jeffrey Ave Beautification-Dist 7

C. Departmental Fiscal Review: R. D. Ward 9/12/07

III. REVIEW COMMENTS

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

Jan Dink 9-20-07 OFMB
 [Signature] 9/24/07 Contract Dev. and Control
 [Signature] 9/21/07

B. Approved as to Form and Legal Sufficiency:

Malcolm Platt 9/24/07
 Assistant County Attorney

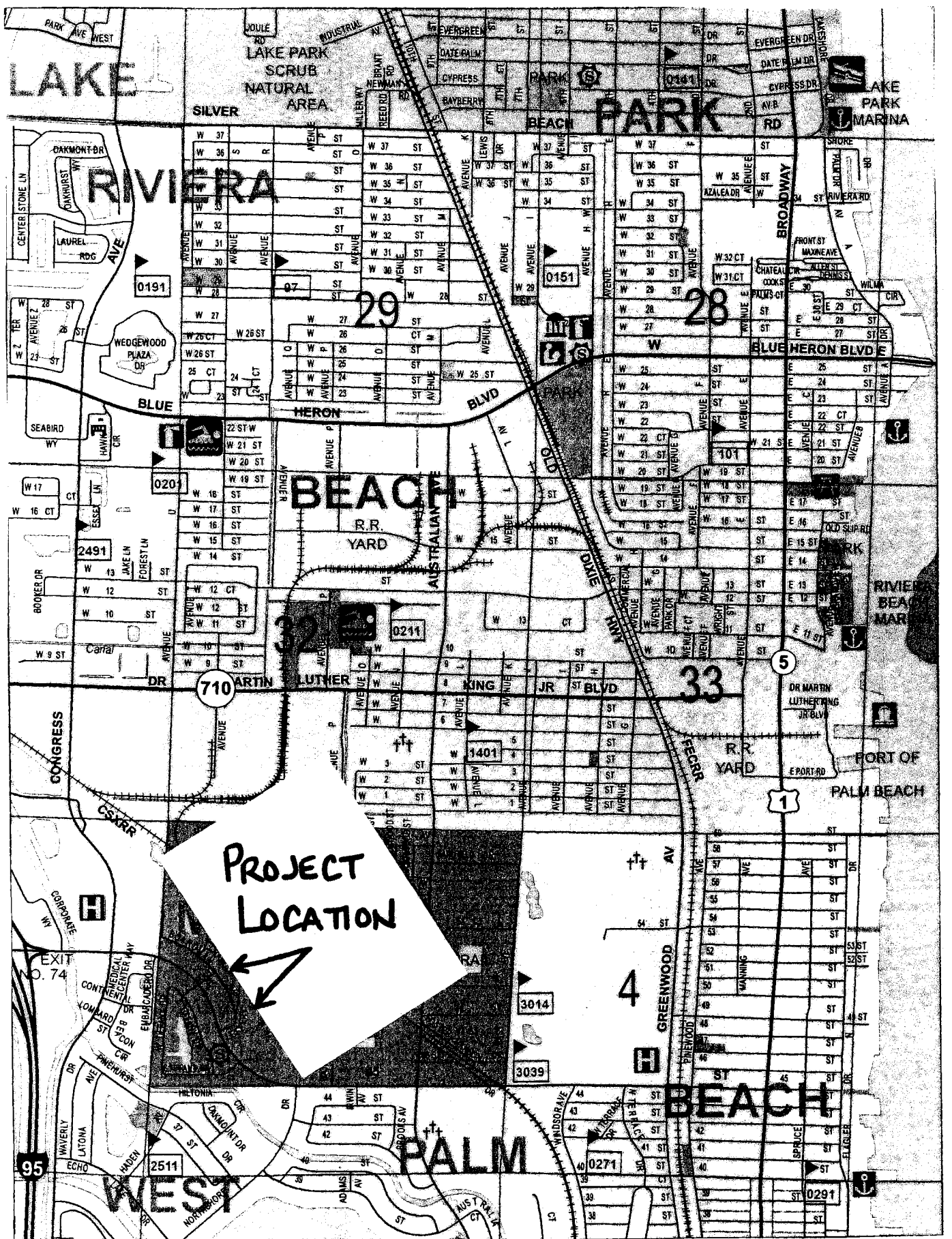
This Contract complies with our contract review requirements.

At the time of CDC's review, there was no certificate of insurance available.

C. Other Department Review:

 Department Director

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



LOCATION SKETCH

From: Andrew Hertel
To: Andrew Hertel
Date: Wednesday, September 12, 2007 7:34:11 AM
Subject: Re: Fwd: Beautification Improvements for South Place and Jeffrey Ave. - Mangonia Park

>>> Addie Greene 9/4/07 11:20:16 AM >>>

Dear Andrew, consider this your authorization to pursue a Budget Transfer of \$119,700 from District 7 discretionary funds to establish an account to construct beautification improvements on South Place and Jeffrey Avenue.

Thanks,
Commissioner Addie L. Greene

ATTACHMENT # 2

**INTER-LOCAL AGREEMENT WITH THE TOWN OF MANGONIA PARK FOR
BEAUTIFICATION MAINTENANCE IN AND ALONG THE TOWN'S RIGHT OF WAY
FOR SOUTH PLACE AND JEFFREY AVENUE**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, by and between The TOWN OF MANGONIA PARK, a municipal corporation of the State of Florida, hereinafter "TOWN", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, in order to assist TOWN, COUNTY wishes to install beautification consisting of plants and irrigation, in and along the TOWN's right of way for South Place and Jeffrey Avenue, utilizing the TOWN-provided plans prepared by Roy-Fisher Associates, hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts serve a public purpose in the enhancement of the appearance of these public roadways; and

WHEREAS, after installation, TOWN will be responsible for the perpetual maintenance of the IMPROVEMENTS.

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 are incorporated herein.**
- 2. Prior to the execution of this Agreement, TOWN agrees to provide to COUNTY complete, COUNTY-approved plans for the IMPROVEMENTS as prepared by Roy-Fisher Associates.**
- 3. COUNTY agrees to fund (from Board of County Commissioners Reserves for District 7) and install IMPROVEMENTS in accordance with the approved plans and specifications prepared for TOWN by Roy-Fisher Associates.**
- 4. TOWN agrees to secure or issue COUNTY any required permits for the IMPROVEMENTS, at no cost to COUNTY.**
- 5. TOWN agrees to be responsible for the perpetual maintenance of the IMPROVEMENTS. This perpetual maintenance of IMPROVEMENTS shall include, but is not limited to, routine mowing, trimming, fertilization, pest control, irrigation (including the cost of water and electricity) and irrigation system repairs. TOWN**

1 shall be responsible for obtaining all necessary approvals and authorizations from
2 any federal, state, regional, or COUNTY agency which are required for the
3 subsequent maintenance of the IMPROVEMENTS.

4 6. TOWN agrees to assist COUNTY employees and/or COUNTY's
5 contractors to make necessary connections for the irrigation system portions of the
6 IMPROVEMENTS to TOWN's potable water system, to provide any necessary water
7 connections, water meters, backflow preventers and to waive or pay (at TOWN's
8 expense) any deposits or fees for the foregoing.

9 7. TOWN recognizes that it is an independent contractor, and not an agent
10 or servant of COUNTY or its Board of County Commissioners. In the event a claim
11 or lawsuit is brought against COUNTY, its officers, employees, servants or agents,
12 relating to the IMPROVEMENTS or any item which is the responsibility of TOWN,
13 TOWN hereby agrees to indemnify, save and hold harmless COUNTY, its officers,
14 employees, servants or agents, and to defend said persons from any such claims,
15 liabilities, causes of action and judgments of any type whatsoever arising out of or
16 relating to the existence of the IMPROVEMENTS or the performance by TOWN as
17 may relate to this Agreement. TOWN agrees to pay all costs, attorney's fees and
18 expenses incurred by COUNTY, its officers, employees, servants or agents in
19 connection with such claims, liabilities or suits except as may be incurred due to the
20 negligence of COUNTY.

21 8. TOWN shall, at all times during the term of this Agreement (the
22 installation and existence of the IMPROVEMENTS), maintain in force its status as an
23 insured municipal corporation, and shall provide evidence of this insurance prior to
24 COUNTY's execution of this Agreement.

25 9. This Agreement must be fully-executed by both parties hereto before
26 commencement of the installation of the IMPROVEMENTS by COUNTY. TOWN must
27 execute this Agreement no later than September 30, 2007, or the installation of the
28 planned IMPROVEMENTS by COUNTY shall be canceled.

1 **10. As provided in F.S. 287.132-133, by entering into this Agreement or**
2 **performing any work in furtherance hereof, TOWN certifies that its affiliates,**
3 **suppliers, sub-contractors, and consultants who perform work hereunder, have not**
4 **been placed on the convicted vendor list maintained by the State of Florida**
5 **Department of Management Services within 36 months immediately preceding the**
6 **date hereof. This notice is required by F.S. 287.133(3)(a).**

7 **11. TOWN shall require each contractor engaged by TOWN for work**
8 **associated with this Agreement to maintain Commercial General Liability coverage,**
9 **including vehicle coverage, in combined single limits of not less than ONE MILLION**
10 **AND 00/100 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage as**
11 **an additional insured.**

12 **12. TOWN agrees to secure access rights for COUNTY to install any portion**
13 **of the IMPROVEMENTS that are located on property not owned by TOWN, and to**
14 **provide acceptable evidence of same to COUNTY prior to the commencement of any**
15 **work on the IMPROVEMENTS.**

16 **13. COUNTY and TOWN agree that no person shall, on the grounds of race,**
17 **color, national origin, sexual orientation, religion or creed, sex, age, or handicap be**
18 **discriminated against in performance of the Agreement.**

19 **14. COUNTY may, at COUNTY's discretion and for the duration of**
20 **IMPROVEMENTS, install signs within the public property or easement, notifying the**
21 **public that the IMPROVEMENTS were funded with COUNTY dollars.**

22 **15. In the event that any section, paragraph, sentence, clause, or provision**
23 **hereof is held invalid by a court of competent jurisdiction, such holding shall not**
24 **affect the remaining portions of this Agreement and the same shall remain in full**
25 **force and effect.**

26 **16. All notices required to be given under this Agreement shall be in writing,**
27 **and deemed sufficient to each party when sent by United States Mail, postage**
28 **prepaid, to the following:**

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AS TO COUNTY

**Manager, Streetscape Section
Palm Beach County Department of
Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229**

AS TO TOWN

**Town Manager
Town Mangonia Park
1755 East Tiffany Drive
Mangonia Park, FL 33407**

17. This Agreement shall be construed 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 other 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 shall preclude any other or further exercise thereof.

18. 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.

19. 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.

20. Each party agrees to abide by all laws, orders, rules and regulations and TOWN will comply with all applicable governmental codes in the maintenance and replacement of the IMPROVEMENTS.

1 **21. The parties to this Agreement shall not be deemed to assume any**
2 **liability for the negligent or wrongful acts or omissions of the other party (or**
3 **parties). Nothing contained herein shall be construed as a waiver by COUNTY, by**
4 **any of the parties, of the liability limits established in Section 768.28, Florida**
5 **Statutes.**

6 **22. TOWN shall promptly notify COUNTY of any lawsuit-related complaint,**
7 **or cause of action threatened or commenced against it which arises out of or**
8 **relates, in any manner, to the performance of this Agreement.**

9 **23. The parties expressly covenant and agree that in the event any of the**
10 **parties is in default of its obligations under this Agreement, the parties not in default**
11 **shall provide to the defaulting party thirty (30) days written notice before exercising**
12 **any of their rights.**

13 **24. The preparation of this Agreement has been a joint effort of the parties,**
14 **and the resulting document shall not, solely as a matter of judicial constraint, be**
15 **construed more severely against one of the parties than the other.**

16 **25. This Agreement represents the entire understanding among the parties,**
17 **and supersedes all other negotiations, representations, or agreements, either written**
18 **or oral, relating to this Agreement.**

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

21 **27. This Agreement shall take affect upon execution and the effective date**
22 **shall be the date of execution.**

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INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

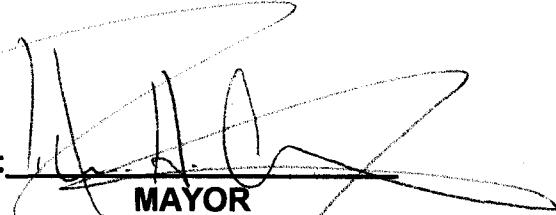
TOWN OF MANGONIA PARK

(TOWN SEAL)

**TOWN OF MANGONIA PARK
BY ITS TOWN COUNCIL**

ATTEST:

By: 
TOWN SECRETARY

By: 
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

**SHARON R. BOCK, CLERK
AND COMPTROLLER**

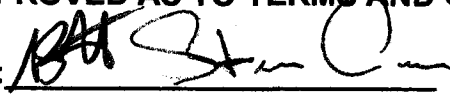
By: _____
DEPUTY CLERK

By: _____
ADDIE L. GREENE, CHAIRPERSON

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: 

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/07	REMAINING BALANCE
<u>SOUTH PLACE & JEFFREY AVE BEAUT - DIST 7</u>								
3500-368-1266-6510	Landscaping/Irrigation-Infra	0	0	119,700	0	119,700	0	119,700
<u>RESERVES FOR DISTRICT 7</u>								
3500-368-9117-9907	Res-Future Construction	3,797,960	3,797,960	<u>0</u>	<u>119,700</u>	3,678,260		
				119,700	119,700			

SIGNATURE

DATE

**By Board of County Commissioners
At Meeting of 10/16/07**

Engineering & Public Works

R.D. Ward

9/11/07

Administration / Budget Approval

OFMB Department - Posted

**Deputy Clerk to the
Board of County Commissioners**