



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$58,000</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>\$58,000</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 7  
Silver Beach Rd Street Lighting-Dist 7

C. Departmental Fiscal Review: R. D. Ward 10/16/07

**III. REVIEW COMMENTS**

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

Jim Dool 11-15-07  
OFMB  
JD 11/15/07 SW 11/14/07 CN 11/9/07

Jim J. Javel 11/16/07  
Contract Dev. and Control  
6/11/11/16/07

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

Morlene R. Coetz  
Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

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

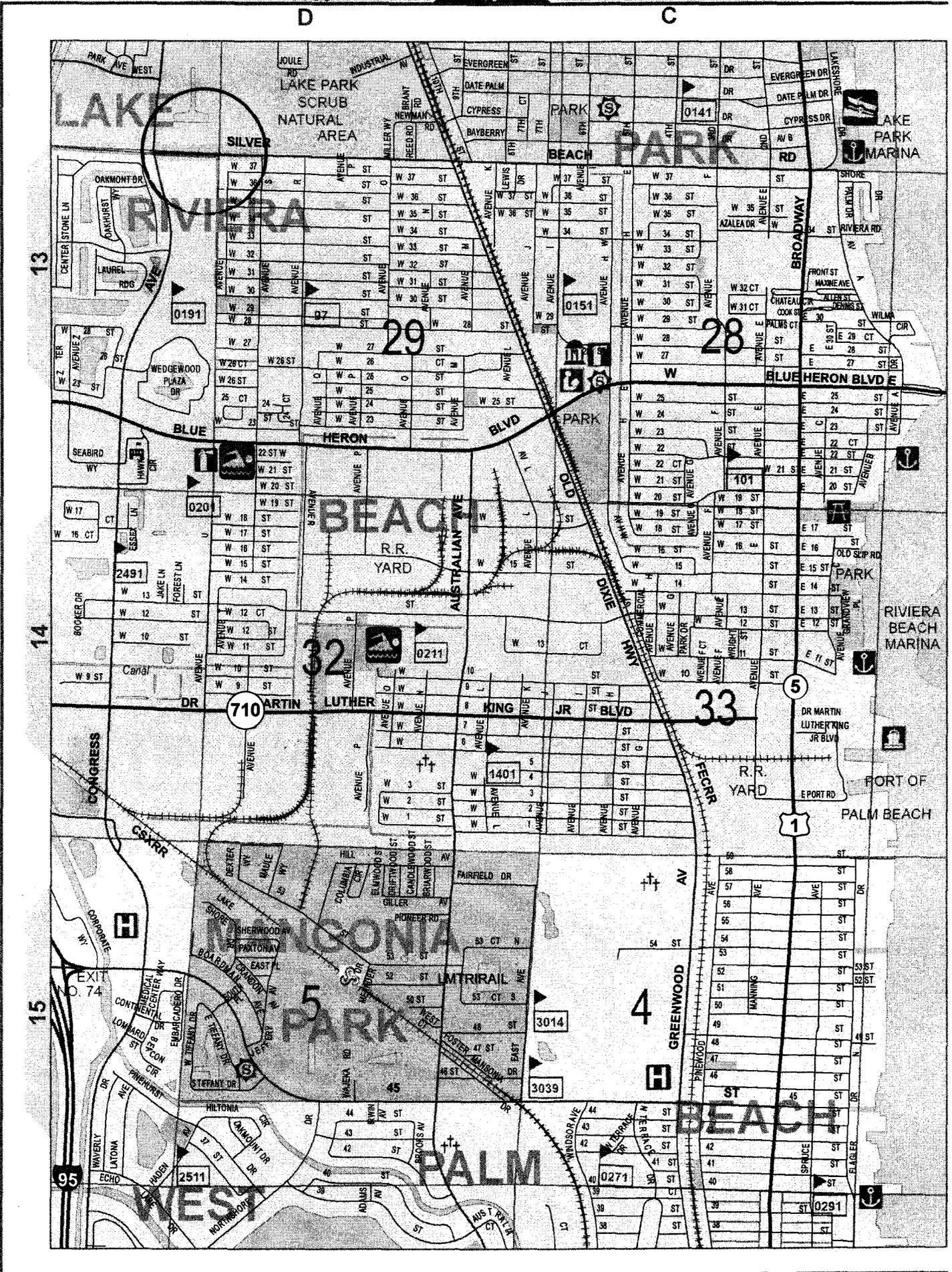
This summary is not to be used as a basis for payment.

47

R43  
D

See pg 35

R43  
C



T42

T42

T43

47

D

See pg 59

C

ATTACHMENT 2

**From:** Addie Greene  
**To:** Owen Miley  
**Date:** 7/30/2007 4:38:01 PM  
**Subject:** Re: Fwd: Silver Beach Street Lighting

Mr. Miley:

This email is to authorize the cost of street lights for Silver Beach Road not to exceed \$58,000.00.

Thanks,

Commissioner Addie L. Greene  
District 7

>>> Shirley Meeks 7/30/2007 4:12 PM >>>

>>> Owen Miley 7/30/2007 2:47 PM >>>

I need a written authorization from your office for \$58,000 for street lights.

Owen Miley  
Special Projects Coordinator  
Office of the County Engineer  
561.684.4018  
561.684.4167 (fax)

**CC:** smEEKS@co.-beach.fl.us

**REIMBURSEMENT AGREEMENT  
WITH PALM BEACH COUNTY AND  
THE TOWN OF LAKE PARK  
FOR THE INSTALLATION OF STREET LIGHTING  
ON SILVER BEACH ROAD FROM AVENUE 'S' TO CONGRESS AVENUE**

**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 TOWN OF LAKE PARK**, a municipal corporation of the State of Florida hereinafter referred to as "**TOWN**"

**WITNESSETH:**

**WHEREAS**, the **TOWN** is undertaking the installation of street lighting along Silver Beach Road within the **TOWN** limits hereinafter referred to as "**IMPROVEMENTS**"; and

**WHEREAS**, the **IMPROVEMENTS** include the design, installation, operation, and maintenance of street lighting within the **TOWN** limits; and

**WHEREAS**, the **COUNTY** believes that the **IMPROVEMENTS** to this street serve a public purpose in the enhancement and safety of the **TOWN** and wishes to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000)** and

**WHEREAS**, after the installation of the **IMPROVEMENTS**, the **TOWN** will be responsible for the subsequent 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 incorporated herein.
2. The **COUNTY** agrees to provide to the **TOWN** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000)**.
3. The **COUNTY** agrees to reimburse the **TOWN** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **TOWN'S** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to

the **TOWN** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **TOWN** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **TOWN** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **TOWN** 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 **TOWN**. Said information shall list each invoice payable by the **TOWN** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **TOWN** shall attach a copy of each vendor invoice paid by the **TOWN** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **TOWN'S** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **TOWN** as indicated.

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

8. The **TOWN** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following installation. The **TOWN** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for the **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than November 30, 2009, and the **COUNTY** shall have no

obligation to the **TOWN** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

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

11. The **TOWN** shall, at all times during the term of this Agreement, maintain appropriate insurance.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **TOWN** 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 hereof. This notice is required by F.S. 287.133(3)(a).

13. The **TOWN** shall require each contractor engaged by the **TOWN** for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- a. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- b. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05.

14. In the event of termination, the **TOWN** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **TOWN**; and the **COUNTY** may withhold any payment to the **TOWN** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

15. The **TOWN'S** termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

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

17. 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.

18. 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 CITY

The Town of Lake Park  
Mr. Patrick Sullivan  
Community Development Director  
535 Park Avenue  
Lake Park, Florida 33403

19. 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.

20. 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.

21. 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.

22. Each party agrees to abide by all laws, orders, rules and regulations and the **TOWN** will comply with all applicable governmental codes during the **IMPROVEMENTS**.

23 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.

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

25. 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.

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

27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

28. 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.

THE TOWN OF LAKE PARK

PALM BEACH COUNTY, FLORIDA, BY IT'S BOARD OF COUNTY COMMISSIONERS

By: *Paul White*  
Mayor

By: \_\_\_\_\_  
Addie L. Greene <sup>Chair</sup>



ATTEST:

SHARON R. BOCK, CLERK

By: *Vivian Mendy*  
City Clerk

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*  
City Attorney

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

Date: Sept. 12, 2007

By: \_\_\_\_\_

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*

Date: 10/26/07

**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACT PAYMENT REQUEST**

Exhibit A

\_\_\_\_\_  
**(PROJECT)**

**Grantee** \_\_\_\_\_ **Request Date** \_\_\_\_\_

**Billing #** \_\_\_\_\_ **Billing Period** \_\_\_\_\_

**PROJECT PAYMENT SUMMARY**

Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	_____	_____	_____

Certification: I hereby certify that the above was incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

**PBC USE ONLY**

<b>County Funding Participation</b>	\$ _____
<b>Total Project Costs</b>	\$ _____
<b>Total Project Costs to Date</b>	\$ _____
<b>County Obligation to Date</b>	\$ _____
<b>County Retainage (___%)</b>	(\$ _____)
<b>County Funds Previously Disbursed</b>	(\$ _____)
<b>County Funds Due this Billing</b>	\$ _____

**Reviewed and Approved by:** \_\_\_\_\_  
**PBC Project Administrator/Date**

**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

\_\_\_\_\_  
**(PROJECT)**

Grantee \_\_\_\_\_

Billing Date \_\_\_\_\_

Billing # \_\_\_\_\_

Billing Period \_\_\_\_\_

**Contractor Name**

**Contractor  
Invoice Number  
and Date**

**City Check or  
Voucher Number  
and Date**

**Project  
Amount Paid  
this Period**

**General  
Description**

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TOTAL \_\_\_\_\_

Certification: I hereby certify that the purchase noted above was used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above, and are available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

2008 \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 100907-1356

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/09/07	REMAINING BALANCE
<b>SILVER BEACH RD ST LIGHTING - DIST 7</b>								
3500-368-1263-8101	Contributions Othr Govtl Agency	0	0	58,000	0	58,000	0	58,000
<b>RESERVE FOR DISTRICT 7</b>								
3500-368-9117-9907	Res-Future Construction	3,797,960	3,584,260	<u>0</u>	<u>58,000</u>	3,526,260		
				58,000	58,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 12/04/07

Engineering & Public Works

R. D. Ward

10/9/07

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department - Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners