

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$22,500</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>\$22,500</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

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 3
Glen Ridge/Cloud Lake Drainage Improvements-Dist 3

C. Departmental Fiscal Review: R. D. Ward 10/23/07

III. REVIEW COMMENTS

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

Jan De 11-15-07
OFMB
11/15/07 SW 11/15/07 CN 11/8/07

Jan J. Jacobs 11/15/07
Contract Dev. and Control
E. 11/16/07

B. Approved as to Form and Legal Sufficiency:

Marlene R. [Signature]
Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

Department Director

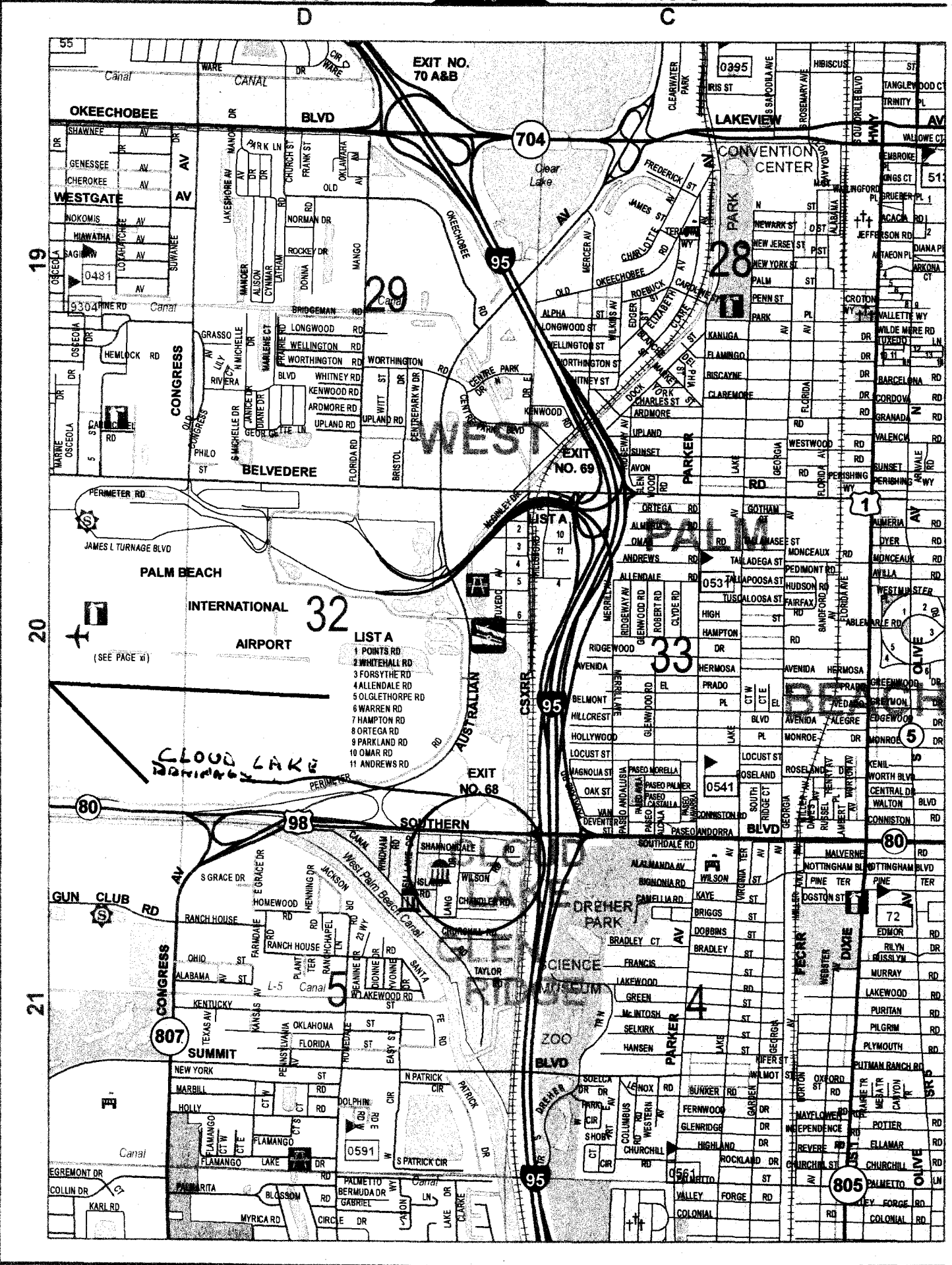
This summary is not to be used as a basis for payment.

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R43

See pg 59

R43



T43

T43

T44

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R43

See pg 81

R43

Tanya McConnell - Fwd: Town of Cloud Lake Drainage Improvements

From: George Webb
To: tm
Date: 7/20/2007 3:59 PM
Subject: Fwd: Town of Cloud Lake Drainage Improvements
CC: me; Tracy Dills

handle - we do agreement and Board item quickly?

>>> Bob Dovey 07/20/07 3:38 PM >>>
George:

On June 13, 2007, (former) Commissioner Newell, Ken Todd and myself met with Dorothy Gravelin, Town Manager, Town of Cloud Lake to discuss various issues of the Town.

Ms. Gravelin requested [REDACTED] amount [REDACTED] the Commissioner committed to fund the reimbursement of the expenses (from the District III Gas Tax Allocation funds) upon receipt of the appropriate documentation.

Since I received the documentation after the seat was vacated, I conferred with Bob Weisman as to the authorization for same. He advised me to submit the documentation to you with his approval.

[REDACTED]

w/attachment via interoffice envelope

Bob Dovey, Sr. Admin. Assistant
PBC Board of County Commissioners, District III
Office (561) 355-3279
Fax (561) 355-6344

**REIMBURSEMENT AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE TOWN OF CLOUD LAKE
FOR DRAINAGE IMPROVEMENTS**

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 CLOUD LAKE**, an independent Special District of the State of Florida, hereinafter referred to as "**TOWN**"

WITNESSETH:

WHEREAS, the **TOWN**, has cleaned up Cloud Lake and Gem Lake. Within the city limits, the **TOWN** has created additional storage of storm water runoff.

WHEREAS, the work was necessary to clean out blockage from inlets coming into these two bodies of water.

WHEREAS, the **TOWN** undertook the repairs to protect Lang Road and Shannondale Road from standing water as well as receive storm water runoff from Southern Boulevard.

WHEREAS, the **COUNTY** believes that these efforts by the **TOWN** served a public purpose and wishes to recognize the **TOWN's** efforts to repair these areas by providing reimbursement funding for the documented cost of the **TOWN's** share for the **PROJECT** in an amount not to exceed **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)**.

WHEREAS, the **COUNTY** is willing to make this reimbursement because, it serves the best interest of the public.

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 in the amount not to exceed **TWENTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)** for work

performed within the **TOWN** upon the **TOWN'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 **TOWN** 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 **TOWN** 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 **TOWN** obtained or provided all labor necessary for the **PROJECT**.

5. 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 cancelled check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **TOWN** shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **TOWN** 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 **TOWN** 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 **TOWN** 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 **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.

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

11. The **TOWN** 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

Town of Cloud Lake
Dorothy C. Gravelin, CMC Town Clerk
100 Lang Road
West Palm Beach, Florida 33406

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.

TOWN OF CLOUD LAKE
BY ITS TOWN COUNCIL

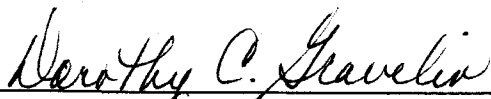
PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: 
Chair

By: _____
Addie L. Greene, Chair

ATTEST:

ATTEST:

By: 
Town Clerk

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Attorney

By: _____
Assistant County Attorney

Date: 9-13-07

DATE: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: 

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	_____	_____	_____
TOTAL PROJECT COSTS	_____	_____	_____

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

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

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**

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

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

BGEX 100907-1352

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/09/07	REMAINING BALANCE
<u>GLEN RIDGE/CLOUD LAKE DRAINAGE IMP-DIST 3</u>								
3500-368-0995-8101	Contributions Othr Govtl Agency	0	0	22,500	0	22,500	0	22,500
<u>RESERVES FOR DISTRICT 3</u>								
3500-368-9113-9907	Res-Future Construction	2,571,392	2,071,392	<u>0</u>	<u>22,500</u>	2,048,892		
				22,500	22,500			

SIGNATURE

DATE

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

Engineering & Public Works

R. P. Ward

12/9/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners