

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	\$318,817	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	<\$118,817>	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$200,000	-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 6
Indian Trails Improvement District Asphalt Pathways

Unincorporated Improvement Fund
Indian Trails Improvement District MSTU
Indian Trails Improvement District Asphalt Pathways

Project Cost	\$318,817
Funded ITID MSTU	<\$118,817>
Fiscal Impact	\$200,000

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Jan Oul 11-27-07
OFMB
11-27-07 SN 11/24/07 VO 11/21

Jan J. Jacobs 11/27/07
Contract Dev. and Control
E. Jacobs 11/27/07

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

Marlene R. Pettit 11/29/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

R40
R

See pg 40

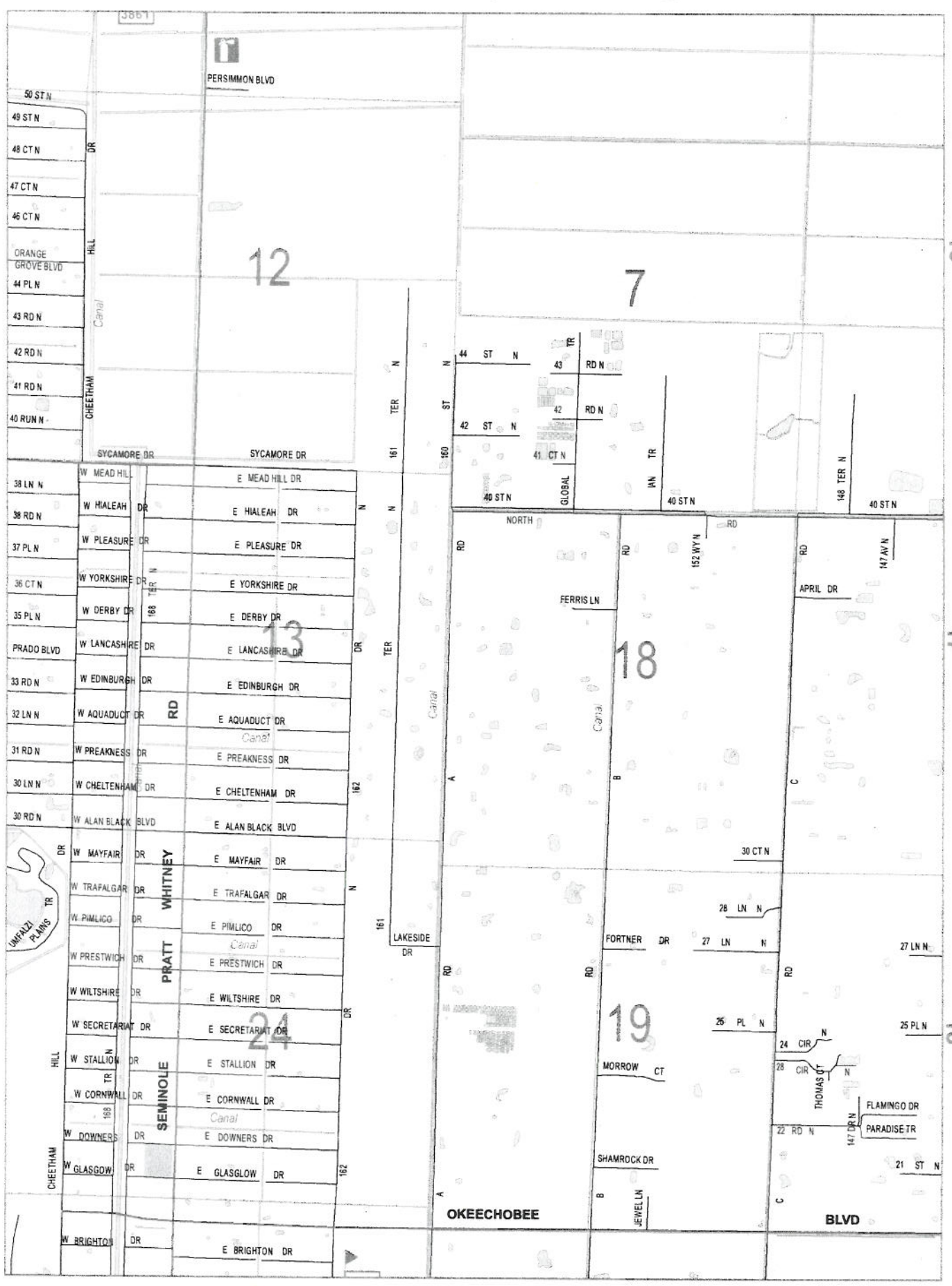
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T43



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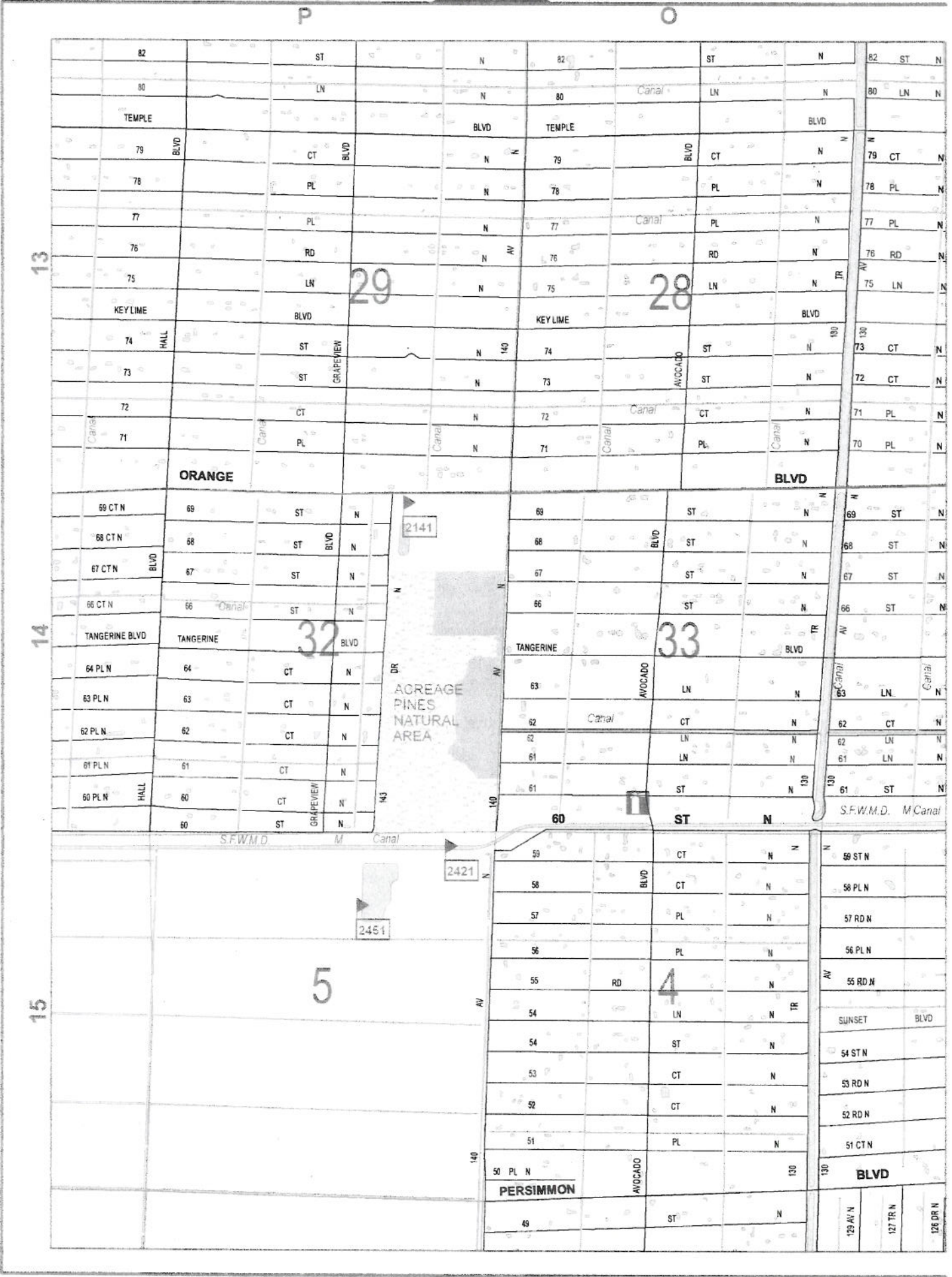
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373

From: Cyndy Verner
To: Miley, Owen
Date: 9/6/2007 3:54:19 PM
Subject: Indian Trail Improvement District Gas Tax Allocation

Revised Authorization E-Mail

Owen,

Commissioner Santamaria would like to have an Interlocal Agreement prepared for Indian Trail Improvement District allocating \$200,000 out of his gas tax funding for the construction of sidewalks within 2 miles of Loxahatchee Groves Elementary School, Frontier Elementary School, Wester Pines Middle School, Osceola Middle School, and Golden Groves Elementary School.

In addition, and I don't know if you need to do a separate agreement, he would like to allocate the remaining \$118,817 of the Acreage MSTU dollars to Indian Trail for the paving for five roads in the Acreage.

He would like the Interlocal Agreement (for a total of \$318,817.00) sent out to Indian Trail as quickly as possible. The contact person is Marjorie A. Perez, Deputy District Administrator. Her address is 13476 61st Street North, West Palm Beach, FL 33412-1915. She can be reached at (561) 793-0874

As always, thanks for your help.

Cyndy Verner
Senior Administrative Assistant
to Commissioner Jess Santamaria
(561) 355-6300

CC: McConnell, Tanya; Webb, George

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
INDIAN TRAIL IMPROVEMENT DISTRICT
FOR PROJECT FUNDING IN THE
CONSTRUCTION OF PATHWAYS**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____, 2007, by and between the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereafter referred to as the "**COUNTY**" and the **INDIAN TRAIL IMPROVEMENT DISTRICT**, an independent special district of the **STATE OF FLORIDA**, hereafter referred to as the "**DISTRICT**".

WITNESSETH:

WHEREAS, it is in the interest of **COUNTY** and **DISTRICT** to improve public safety by, among other methods, providing paved pathways from and to public schools, homes and businesses within their respective jurisdictions; and

WHEREAS, the parties to this Agreement desire to provide such paved pathways within the rights-of-way of certain public roadways within the **DISTRICT**, hereafter referred to as the "**PROJECT**"; and

WHEREAS, the **PROJECT** will be constructed and subsequently maintained by the **DISTRICT** according to the design specifications and standards established herein; and

WHEREAS, the **COUNTY** wishes to participate in funding construction of the **PROJECT** by providing up to **THREE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS (\$318,817.00)**, which funds may be applied by the **DISTRICT** as reimbursement for the costs it incurs in constructing the **PROJECT**; and

WHEREAS, the **DISTRICT** and the **COUNTY** find that it is in the best interest of the public that the **DISTRICT** obtain or provide all labor and material necessary to construct the **PROJECT** and, once constructed, to maintain the improvements in perpetuity, without recourse to the **COUNTY**; and

WHEREAS, the **DISTRICT** and **COUNTY** are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from construction of the **PROJECT**, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The recitations set forth herein above are true, accurate, and correct, and are incorporated herein.

2. The **DISTRICT** shall:

a. Be responsible for the initial funding and construction of the improvements constituting the **PROJECT** pursuant to all applicable state and local laws and regulations; and

b. Provide all funds necessary to complete the **PROJECT** in excess of those reimbursed by the **COUNTY**; and

c. Construct pathways utilizing the appropriate material, location and placement of the improvements constituting the **PROJECT**, according to the

schematic design prepared by the **DISTRICT** Engineer and attached hereto as **Exhibit "A"**; and

d. Be solely responsible for the construction and administration of the **PROJECT** and for obtaining and complying with all necessary permits, approvals, and authorizations required for the construction of the **PROJECT** from any federal, state, regional or city agency; and

e. Obtain or provide all labor and materials necessary for the design and installation of the **PROJECT**; and.

f. Maintain adequate records to justify all charges, expenses, and costs incurred in performing the **PROJECT** for at least three (3) years after its completion. The **COUNTY** shall have access to all books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours

3. The **COUNTY** shall reimburse the **DISTRICT** for the costs the **DISTRICT** incurs in designing and constructing the **PROJECT**, in an amount not to exceed **THREE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS (\$318,817.00)**.

4. The **COUNTY** shall have the final determination of eligibility of any cost or expense incurred by the **DISTRICT** for reimbursement. The **DISTRICT** shall furnish to the Office of the County Engineer in the Department of Engineering and Public Works a request for payment supported by the following:

a. A statement from a Florida Registered Professional Engineer that the improvements have been inspected and were installed in accordance with the specifications of the **DISTRICT** Engineer attached hereto as **Exhibit "A"**, and;

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, copies of which are attached hereto and incorporated herein as **Exhibit "B"** (pages 1 and 2), which are required for each and every reimbursement requested by the **DISTRICT**. Said information shall list each invoice paid by the **DISTRICT** and shall include the vendor invoice number, invoice date, and the amount paid by the **DISTRICT**. The **DISTRICT** shall attach a copy of each vendor invoice paid by the **DISTRICT** 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 Project Administrator and the Project Financial Officer for the **DISTRICT** shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the **DISTRICT** as indicated. The **DISTRICT** may also submit an invoice in a form deemed satisfactory to the **COUNTY** for the value of construction services provide d in-house by the **DISTRICT**. Notwithstanding the foregoing, the **DISTRICT** represents to the **COUNTY** that it has finally completed the **PROJECT** required by this Agreement.

c. In no event shall the **COUNTY** have any obligation to any other entity or person and the **COUNTY**'s obligation to reimburse the **DISTRICT** shall not exceed available funds.

d. Invoices received from the **DISTRICT** will be promptly reviewed by the **COUNTY**. Once approved by the **COUNTY**, indicating that the expenditures have been made in conformity with the requirements of this Agreement, they shall be promptly sent to the **COUNTY**'s Finance Department for final payment.

e. The **DISTRICT** shall submit all invoices for final payment within one (1) year of final completion of the **PROJECT**. The **COUNTY** shall have no obligation for any costs incurred after this date.

5. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Liability

for injury to personnel, and the loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment. All personal costs shall be borne by the employing party.

6. The **DISTRICT** shall to the extent permitted by Florida Law 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. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by **DISTRICT** to indemnify the **COUNTY** for **COUNTY**'s negligent, willful or intentional acts or omissions.

7. In the event of termination, the **DISTRICT** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the contract by the **DISTRICT**.

8. The **COUNTY** and the **DISTRICT** agree that no person shall, on the grounds of race, color, sex, sexual orientation, national origin, handicap or religion be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

9. All notices required to be given under this Agreement shall be addressed to:

COUNTY

Palm Beach County
Department of Engineering & Public Works
Deputy County Engineer Tanya N. McConnell, P.E.
2300 North Jog Road
West Palm Beach, Florida 33411

DISTRICT

Indian Trail Improvement District
District Administrator
13476 61st North
West Palm Beach, Florida 33412

10. By entering into this Interlocal Agreement, **COUNTY** and **DISTRICT** represent that each has full right and lawful authority to enter into and perform this Agreement. The validity, interpretation, construction, and effort of this Agreement shall be in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of the Agreement, which shall remain in full force and effect.

11. This Agreement, including attachments hereto, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

12. This Interlocal Agreement may be amended or modified only by written addendum or amendment signed by the parties and authorized by their respective elected officials.

13. The **COUNTY** and **DISTRICT** will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

14. Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. However, once the contract is awarded by the

DISTRICT, the **PROJECT** shall be prosecuted to completion and this Agreement shall no longer be contingent upon availability of funds needed for the proposed construction and neither party shall have the right to terminate the subject Agreement for the reasons that sufficient funds are not available for the **PROJECT**.

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

16. 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 this Agreement.

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

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. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

20. 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.

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

22. This Agreement shall take effect upon execution and the **PROJECT** shall be finally completed no later than December 31, 2009, unless the time for completion is extended by the Parties in accordance with paragraph 12.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

INDIAN TRAIL IMPROVEMENT DISTRICT, BY ITS PRESIDENT

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

By: Michelle Damone
President

By: _____
Addie L. Greene Chair

ATTEST:

ATTEST:

By: [Signature]
District Secretary

By: _____
Deputy Clerk

[DISTRICT SEAL]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Charles F. [Signature]
District Attorney

By: _____
Assistant County Attorney

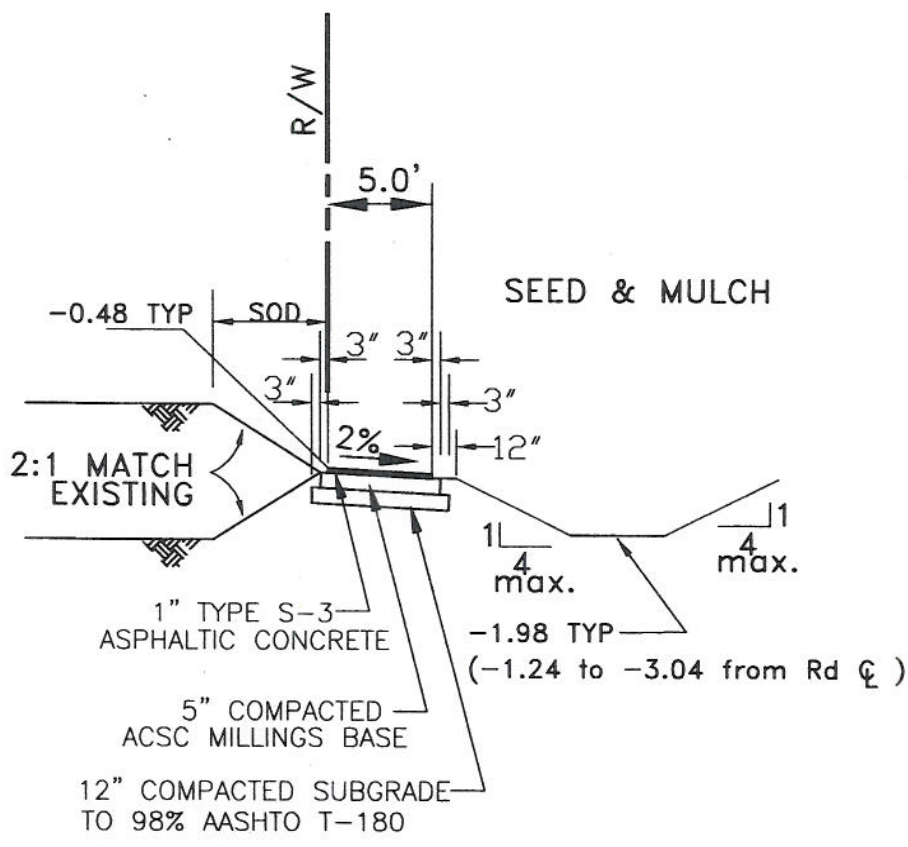
Date: 10-10-2007

Date: _____

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]

Date: 10/25/07



TYPICAL SIDEWALK SECTION

N.T.S.

Jay G. Foy, StormwaterJ Engineering 5/16/2008 12:49 PM Border 11 x 8.5.dwg

Jay G. Foy, P.E. License #22053

91084025 JOB NO.	SHEET NO.	DATE	9/5/07
	1	DRAWN	PED
	1	CHECKED	JGF

SIDEWALK SECTION

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STORMWATERJ ENGINEERING, INC.
SJF
 Civil, Hydrologic & Hydraulic Engineers
 1895 Indian Road, Suite 202, West Palm Beach, FL 33410
 Ph: (561) 942-0923 • Fax: (561) 942-0923
 stormj@stj.com

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

Exhibit B

(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