

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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**Meeting Date:** January 15, 2008  **Consent**  **Regular**  
 **Workshop**  **Public Hearing**

**Department:**

**Submitted By:** Engineering & Public Works  
**Submitted For:** Streetscape Section

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** A Financial Assistance Agreement with the Village of Royal Palm Beach (Village) for beautification improvements on the Florida Department of Transportation's State Road 7 from the south Village limit (approximately one mile south of Southern Boulevard) to Southern Boulevard. Funding for this agreement was approved by a previous agreement (R2004-1409) which expired on September 30, 2006. This Agreement expires on March 31, 2009.

**Summary:** The original Agreement provides for a reimbursement, in an amount not to exceed \$112,944, to the Village for the planned improvements on the Florida Department of Transportation's State Road 7 from the south Village limit to Southern Boulevard. The completion date of the improvements has been delayed due to contractual issues.

**District:** 6 (MRE)

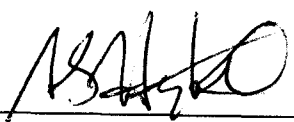
**Background and Justification:** Funding under this Agreement, in an amount not to exceed a maximum of \$112,944, comes from funds already contributed to the County's Only Trees Irrigation and Sod (OTIS) Program by Home Depot (pursuant to County Zoning Resolution No. R2003-0098, Petition No. DOA 1977-048E). The Village has already executed this Amendment, and will be responsible for the perpetual maintenance of these improvements.


**Attachments:**

1. Location Sketch.
2. Financial Assistance Agreements (2).
3. Financial Assistance Agreement of June 22, 2004 (R2004-1409).

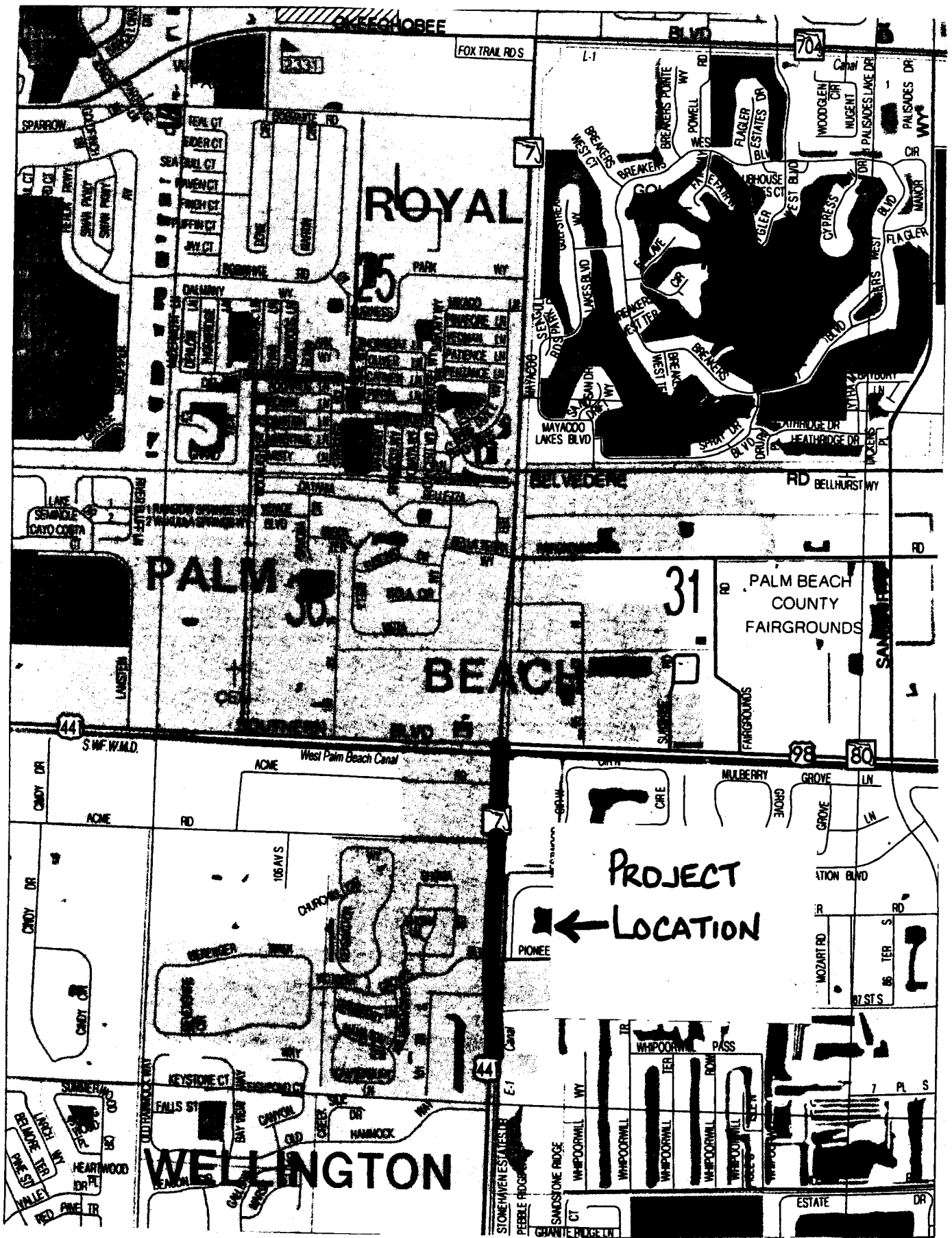
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**Recommended by:**  12/20/07  
**Division Director** **Date**

**Approved By:**  12/27/07  
**County Engineer** **Date**





LOCATION SKETCH

**FINANCIAL ASSISTANCE AGREEMENT WITH VILLAGE OF ROYAL PALM BEACH  
FOR STATE ROAD 7 - BEAUTIFICATION**

**THIS INTER-LOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the VILLAGE OF ROYAL PALM BEACH, a municipal corporation of the State of Florida, hereinafter "VILLAGE", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".**

**WITNESSETH:**

**WHEREAS, the VILLAGE plans to install landscaping and irrigation in the right of way the Florida Department of Transportation's State Road 7, from the south VILLAGE limit (approximately one mile south of Southern Boulevard) to Southern Boulevard (hereinafter, "IMPROVEMENTS"); and**

**WHEREAS, the COUNTY believes that these efforts by the VILLAGE serve a public purpose in the enhancement of the appearance of this thoroughfare and wishes to support the VILLAGE's efforts to install the IMPROVEMENTS by providing assistance in the form of reimbursement funding for the cost of the IMPROVEMENTS from funds contributed to the COUNTY's OTIS Program by Home Depot (pursuant to County Zoning Resolution No. R2003-0098, Petition No. DOA 1977-048E), THIRTY-SEVEN THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$37,440.00) of which was for installation, and SEVENTY-FIVE THOUSAND, FIVE HUNDRED FOUR AND 00/100 DOLLARS (\$75,504.00) of which was for long-term maintenance, in an amount not to exceed the total amount paid, ONE HUNDRED TWELVE THOUSAND NINE HUNDRED FORTY-FOUR AND 00/100 DOLLARS (\$112, 944.00); and**

**WHEREAS, after installation, the VILLAGE will be responsible for the perpetual maintenance of the IMPROVEMENTS; and**

**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. The COUNTY agrees to provide to the VILLAGE reimbursement funding for documented costs in an amount not to exceed THIRTY-SEVEN THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$37,440.00) for the VILLAGE's IMPROVEMENTS.
3. The COUNTY agrees to provide the VILLAGE with additional funding in the amount of SEVENTY-FIVE THOUSAND, FIVE HUNDRED FOUR AND 00/100 DOLLARS (\$75,504.00) for the VILLAGE's ongoing maintenance of the IMPROVEMENTS upon the completion of the IMPROVEMENTS.

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4. The **COUNTY** agrees to reimburse the **VILLAGE** the amount established in paragraph 2 for costs (materials and labor) associated with installation of the **IMPROVEMENTS**, upon the **VILLAGE's** submission of acceptable documentation needed to substantiate their costs for the **IMPROVEMENTS**. The **COUNTY** also agrees to provide the **VILLAGE** with funding in the amount established in paragraph 3 for their ongoing maintenance of the **IMPROVEMENTS** upon the **VILLAGE's** completion of the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **VILLAGE** on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 7, below.

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

6. The **VILLAGE** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the **IMPROVEMENTS**. The **VILLAGE** agrees to install the **IMPROVEMENTS** substantially in accordance with the plans, specifications and costs as approved by the **COUNTY**. Otherwise, the **COUNTY** will have the final determination of the eligibility for reimbursement of any changes. Substantial variations from the submitted plans shall require prior written approval from the County Engineer's Office.

7. The **VILLAGE** will obtain or provide all labor and materials necessary for the installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **VILLAGE** shall furnish the Manager, Streetscape Section, of the **COUNTY's** Department of Engineering and Public Works with a request for payment supported by the following:

- a. A statement from the **VILLAGE** Manager (or his designee) that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;
- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A"

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(pages 1 and 2) which are required for each and every reimbursement requested by the **VILLAGE**. Said information shall list each invoice payable by the **VILLAGE** and shall include the vendor invoice number, invoice date, and the amount payable by the **VILLAGE**. The **VILLAGE** shall attach a copy of each vendor invoice paid by the **VILLAGE** 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 Program Administrator and the Program Financial Officer for the **VILLAGE** shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the **VILLAGE** as indicated.

- 8. **VILLAGE** shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the **IMPROVEMENTS** for at least three (3) years after the completion of such **IMPROVEMENTS**. **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.
- 9. The **VILLAGE** agrees to be responsible for the perpetual maintenance of the **IMPROVEMENTS** following the installation and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional, or **COUNTY** agency which are required for the subsequent maintenance of the **IMPROVEMENTS**.
- 10. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than March 31, 2009, and the **COUNTY** shall have no obligation to the **VILLAGE** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.
- 11. The **VILLAGE** recognizes that it is an independent contractor, and not an agent or servant of the **COUNTY** or its Board of County Commissioners. In the event a claim or lawsuit is brought against the **COUNTY**, its officers, employees, servants or agents, relating to the **IMPROVEMENTS** or any item which is the responsibility of the **VILLAGE**, the **VILLAGE** hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless the **COUNTY**, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and

1 judgments of any type whatsoever arising out of or relating to the existence of the  
2 **IMPROVEMENTS** or the performance by the **VILLAGE** as may relate to this  
3 Agreement. The **VILLAGE** agrees to pay all costs, attorney's fees and expenses  
4 incurred by the **COUNTY**, its officers, employees, servants or agents in connection  
5 with such claims, liabilities or suits except as may be incurred due to the negligence  
6 of the **COUNTY**.

7 12. The **VILLAGE** shall, at all times during the term of this Agreement (the installation  
8 and existence of the **IMPROVEMENTS**), maintain in force its status as an insured  
9 municipal corporation.

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

16 14. The **VILLAGE** shall require each contractor engaged by the **VILLAGE** for work  
17 associated with this Agreement to maintain:

- 18 a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- 19 b. Commercial General Liability coverage, including vehicle coverage, in  
20 combined single limits of not less than ONE MILLION AND 00/100  
21 DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage  
22 as an additional insured.
- 23 c. A payment and performance bond for the total amount of the improvements  
24 in accordance with Florida Statute 255.05.

25 15. In the event of termination, the **VILLAGE** shall not be relieved of liability to the  
26 **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the  
27 contract by the **VILLAGE**; and the **COUNTY** may withhold any payment to the  
28 **VILLAGE** for the purpose of set-off until such time as the exact amount of damages  
29 due the **COUNTY** is determined. In the event the **VILLAGE** elects to discontinue its  
30 maintenance obligation for the **IMPROVEMENTS** under this Agreement, it shall be  
31 the obligation of the **VILLAGE** to restore, if necessary, the area of the  
32 **IMPROVEMENTS** to a condition acceptable to the County Engineer, which shall be

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in accordance with Federal, State and **COUNTY** standards for road construction and/or maintenance. In the event the **VILLAGE** fails to restore the area of the **IMPROVEMENTS** to a condition acceptable to the County Engineer, the **COUNTY** may undertake such restoration and the **VILLAGE** shall be liable for the costs of such restoration.

16. The **VILLAGE's** termination of this **AGREEMENT** shall result in all obligations of the **COUNTY** for funding contemplated herein to be canceled.

17. The **COUNTY** and the **VILLAGE** 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 the Agreement.

18. 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 effect the remaining portions of this Agreement and the same shall remain in full force and effect.

19. 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 prepaid, to the following:

**AS TO THE 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 THE VILLAGE**

Village Manager  
Village of Royal Palm Beach  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, FL 33411

20. 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.



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- 21. 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.
- 22. 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.
- 23. Each party agrees to abide by all laws, orders, rules and regulations and the **VILLAGE** will comply with all applicable governmental landscaping codes in the maintenance and replacement of the **IMPROVEMENTS**.
- 24. 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 (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.
- 25. The **VILLAGE** shall promptly notify the **COUNTY** 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.
- 26. 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.
- 27. 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.
- 28. This Agreement represents the entire understanding among the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.
- 29. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- 30. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

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

3 VILLAGE OF ROYAL PALM BEACH

4  
5 (VILLAGE SEAL)

6 ATTEST:

7 By: 

8 VILLAGE CLERK

By: 

MAYOR

9 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10 By: 

11 VILLAGE ATTORNEY

12 PALM BEACH COUNTY

13 (COUNTY SEAL)

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

15 ATTEST:

16 SHARON R. BOCK, CLERK & COMPTROLLER

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

18 DEPUTY CLERK

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

ADDIE L. GREENE, CHAIRPERSON

19 APPROVED AS TO FORM  
20 AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

22 ASSISTANT COUNTY ATTORNEY

23 BY: 

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

Exhibit A

\_\_\_\_\_  
(Project)

Contractor # \_\_\_\_\_

Request Date \_\_\_\_\_

Contract # \_\_\_\_\_

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

**PROJECT PAYMENT SUMMARY**

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Contractor Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

Certification: I hereby certify that the above costs were incurred for the work identified as being completed 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 Cost	\$ _____
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

\_\_\_\_\_  
Assistant County Engineer or Fiscal Manager/Date



**FINANCIAL ASSISTANCE AGREEMENT WITH VILLAGE OF ROYAL PALM BEACH  
FOR STATE ROAD 7 - BEAUTIFICATION**

**THIS INTER-LOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of  
JUN 22 2004, 2004, by and between the VILLAGE OF ROYAL PALM BEACH, a municipal  
corporation of the State of Florida, hereinafter "VILLAGE", and PALM BEACH COUNTY, a  
political subdivision of the State of Florida, hereinafter "COUNTY".**

**WITNESSETH:**

**WHEREAS, the VILLAGE plans to install landscaping and irrigation in the right of way the  
Florida Department of Transportation's State Road 7, from the south VILLAGE limit (approximately  
one mile south of Southern Boulevard) to Southern Boulevard (hereinafter, "IMPROVEMENTS");  
and**

**WHEREAS, the COUNTY believes that these efforts by the VILLAGE serve a public purpose  
in the enhancement of the appearance of this thoroughfare and wishes to support the VILLAGE's  
efforts to install the IMPROVEMENTS by providing assistance in the form of reimbursement funding  
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(\$37,440.00) of which was for installation, and SEVENTY-FIVE THOUSAND, FIVE HUNDRED  
FOUR AND 00/100 DOLLARS (\$75,504.00) of which was for long-term maintenance, in an amount  
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**WHEREAS, after installation, the VILLAGE will be responsible for the perpetual  
maintenance of the IMPROVEMENTS; and**

**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. The COUNTY agrees to provide to the VILLAGE reimbursement funding for documented costs in an amount not to exceed THIRTY-SEVEN THOUSAND, FOUR HUNDRED FORTY AND 00/100 DOLLARS (\$37,440.00) for the VILLAGE's IMPROVEMENTS.
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- b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A"

1 (pages 1 and 2) which are required for each and every reimbursement  
2 requested by the **VILLAGE**. Said information shall list each invoice payable  
3 by the **VILLAGE** and shall include the vendor invoice number, invoice date,  
4 and the amount payable by the **VILLAGE**. The **VILLAGE** shall attach a copy  
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7 listed on the Contractual Services Purchases Schedule Form. Further, the  
8 Program Administrator and the Program Financial Officer for the **VILLAGE**  
9 shall also certify that each vendor invoice listed on the Contractual Services  
10 Purchases Schedule Form was paid by the **VILLAGE** as indicated.

- 11 8. **VILLAGE** shall maintain adequate records to justify all charges, expenses, and costs  
12 incurred in performing the **IMPROVEMENTS** for at least three (3) years after the  
13 completion of such **IMPROVEMENTS**. **COUNTY** shall have access to all books,  
14 records and documents as required in this Section for the purpose of inspection or  
15 audit during normal business hours.
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17 **IMPROVEMENTS** following the installation and shall be solely responsible for  
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20 subsequent maintenance of the **IMPROVEMENTS**.
- 21 10. All installation of these **IMPROVEMENTS** shall be completed and final invoices  
22 submitted to the **COUNTY** no later than September 30, 2006, and the **COUNTY** shall  
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25 Agreement as provided herein.
- 26 11. The **VILLAGE** recognizes that it is an independent contractor, and not an agent or  
27 servant of the **COUNTY** or its Board of County Commissioners. In the event a claim  
28 or lawsuit is brought against the **COUNTY**, its officers, employees, servants or  
29 agents, relating to the **IMPROVEMENTS** or any item which is the responsibility of the  
30 **VILLAGE**, the **VILLAGE** hereby agrees, to the extent permitted by law, to indemnify,  
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32 and to defend said persons from any such claims, liabilities, causes of action and

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2 **IMPROVEMENTS** or the performance by the **VILLAGE** as may relate to this  
3 Agreement. The **VILLAGE** agrees to pay all costs, attorney's fees and expenses  
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6 of the **COUNTY**.

7 12. The **VILLAGE** shall, at all times during the term of this Agreement (the installation  
8 and existence of the **IMPROVEMENTS**), maintain in force its status as an insured  
9 municipal corporation.

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

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- 19 b. Commercial General Liability coverage, including vehicle coverage, in  
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21 DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage  
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28 **VILLAGE** for the purpose of set-off until such time as the exact amount of damages  
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32 **IMPROVEMENTS** to a condition acceptable to the County Engineer, which shall be



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2 and/or maintenance. In the event the VILLAGE fails to restore the area of the  
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4 may undertake such restoration and the VILLAGE shall be liable for the costs of  
5 such restoration.

6 16. The VILLAGE's termination of this AGREEMENT shall result in all obligations of the  
7 COUNTY for funding contemplated herein to be canceled.

8 17. The COUNTY and the VILLAGE agree that no person shall, on the grounds of race,  
9 color, national origin, sexual orientation, religion or creed, sex, age, or handicap be  
10 discriminated against in performance of the Agreement.

11 18. In the event that any section, paragraph, sentence, clause, or provision hereof is  
12 held invalid by a court of competent jurisdiction, such holding shall not affect the  
13 remaining portions of this Agreement and the same shall remain in full force and  
14 effect.

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

18 **AS TO THE COUNTY**

19 Manager, Streetscape Section  
20 Palm Beach County Department of  
21 Engineering and Public Works  
22 Post Office Box 21229  
23 West Palm Beach, Florida 33416-1229

24 **AS TO THE VILLAGE**

25 Village Manager  
26 Village of Royal Palm Beach  
27 1050 Royal Palm Beach Boulevard  
28 Royal Palm Beach, FL 33411

29 20. This Agreement shall be construed and governed by the laws of the State of Florida.  
30 Any and all legal action necessary to enforce this Agreement shall be held in Palm  
31 Beach County. No remedy herein conferred upon any party is intended to be  
32 exclusive of any other remedy, and each and every other remedy shall be cumulative  
33 and shall be in addition to every other remedy given hereunder or now or hereafter  
34 existing at law or in equity or by statute or otherwise. No single or partial exercise by  
35 any party of any right, power, or remedy shall preclude any other or further exercise  
36 thereof.

- 1           21. Any costs or expenses (including reasonable attorney's fees) associated with the  
2           enforcement of the terms and conditions of this Agreement shall be borne by the  
3           respective parties; provided, however, that this clause pertains only to the parties to  
4           the Agreement.
- 5           22. Except as expressly permitted herein to the contrary, no modification, amendment, or  
6           alteration in the terms or conditions contained herein shall be effective unless  
7           contained in a written document executed with the same formality and equality of  
8           dignity herewith.
- 9           23. Each party agrees to abide by all laws, orders, rules and regulations and the  
10          **VILLAGE** will comply with all applicable governmental landscaping codes in the  
11          maintenance and replacement of the **IMPROVEMENTS**.
- 12          24. The parties to this Agreement shall not be deemed to assume any liability for the  
13          negligent or wrongful acts, or omissions of the other party (or parties). Nothing  
14          contained herein shall be construed as a waiver, by any of the parties, of the liability  
15          limits established in Section 768.28, Florida Statutes.
- 16          25. The **VILLAGE** shall promptly notify the **COUNTY** of any lawsuit-related complaint, or  
17          cause of action threatened or commenced against it which arises out of or relates, in  
18          any manner, to the performance of this Agreement.
- 19          26. The parties expressly covenant and agree that in the event any of the parties is in  
20          default of its obligations under this Agreement, the parties not in default shall provide  
21          to the defaulting party thirty (30) days written notice before exercising any of their  
22          rights.
- 23          27. The preparation of this Agreement has been a joint effort of the parties, and the  
24          resulting document shall not, solely as a matter of judicial constraint, be construed  
25          more severely against one of the parties than the other.
- 26          28. This Agreement represents the entire understanding among the parties, and  
27          supersedes all other negotiations, representations, or agreements, either written or  
28          oral, relating to this Agreement.
- 29          29. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for  
30          Palm Beach County, Florida.
- 31          30. This Agreement shall take effect upon execution and the effective date shall be the  
32          date of execution.

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

3 VILLAGE OF ROYAL PALM BEACH

4 (VILLAGE SEAL)

VILLAGE OF ROYAL PALM BEACH,  
5 BY ITS VILLAGE COUNCIL

6 ATTEST:

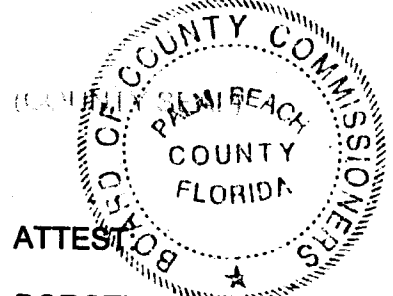
7 By: *Narphone Gold*  
8 VILLAGE CLERK

By: *William J. ...*  
MAYOR

9 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

10 By: *Ina ...*  
11 VILLAGE ATTORNEY

PALM BEACH COUNTY



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

14 ATTEST:  
15 DOROTHY H. WILKEN, CLERK

R2004 1409

16 By: *Linda C. Hick*  
17 DEPUTY CLERK

By: *Karen T. Marcus*  
KAREN T. MARCUS, CHAIR

JUN 22 2004

18 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

19 By: *Marlene ...*  
20 ASSISTANT COUNTY ATTORNEY

21 APPROVED AS TO TERMS AND CONDITIONS

22 BY: *[Signature]*

2004 - 1102

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX033004-1001

FUND Beautification Maintenance

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/30/04	REMAINING BALANCE
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WESTERN PLAZA/HOME DEPOT

1200-367-G014-8101	Contributions Othr Govtl Agency	0	0	75,504	0	75,504	0	75,504
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RESERVES

1200-360-9900-9947	Res For Media Beautification	660,182	781,182	0	75,504	705,678		
				75,504	75,504			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 06/22/04

Engineering & Public Works

Administration / Budget Approval

OFMB Department - Posted

R.D. Ward 5/12/04

Elizabeth Placer 6/2/04

6/1/04 actw 6/1/04

Linda C. Healy

Deputy Clerk to the  
Board of County Commissioners

