

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ 132,101	-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	<u>132,101</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 _____
 Budget Acct No.: Fund ___ Dept. ___ Unit ___ Object ___
 Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
 Atlantic Ave/2nd Ave Signal - Dist 4/7

This item has no additional fiscal impact.

The \$132,101 funding in place is the residual balance from the 2002 project funded by District's 4 and 7.

C. Departmental Fiscal Review: R. S. Ward 3/11/08

III. REVIEW COMMENTS

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

Jim [Signature] 3-28-08
 OFMB
 [Initials] 3/28/08
 [Initials] 3/26/08
 SP 3/27/08

[Signature] 3/31/08
 Contract Dev. and Control
 [Signature] 3/31/08

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

[Signature] 4/3/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE CITY OF DELRAY BEACH
FOR INSTALLATION OF TROMBONE STYLE MAST ARMS
AT 2ND AVENUE AND WEST ATLANTIC AVENUE**

THIS INTERLOCAL 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 CITY OF DELRAY BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

WITNESSETH:

WHEREAS, the **CITY** is undertaking the installation of trombone style mast arms at 2nd Avenue and West Atlantic Avenue within the **CITY** limits hereinafter referred to as "**PROJECT**"; and

WHEREAS, the **PROJECT** consists of upgrading the intersection by adding a mast arm support structure for the traffic signal, by the **CITY**; and

WHEREAS, the **COUNTY** wishes to support the **PROJECT** by providing reimbursement funding for their share of the total documented costs for the project in the amount of **THREE HUNDRED THOUSAND DOLLARS (\$300,000)**; and

WHEREAS, the **COUNTY** believes that the construction of the **PROJECT** serves a public purpose in the enhancement of this road and wishes to support the **PROJECT** by providing supplemental reimbursement funding for the documented costs of the **PROJECT** in an amount not to exceed **ONE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED AND ONE DOLLARS (\$132,101)**; and

WHEREAS, after construction of the **PROJECT**, the **CITY** will be responsible for the subsequent maintenance of the **PROJECT**.

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 **CITY** reimbursement funding for documented costs of the **PROJECT** in an amount not to exceed **ONE HUNDRED THIRTY TWO THOUSAND ONE HUNDRED AND ONE DOLLARS (\$132,101)**.
3. The **COUNTY** agrees to reimburse the **CITY** the amount established in paragraph 2 for costs associated with the **PROJECT**, upon the **CITY's** submission of acceptable documentation needed to substantiate its cost for the

PROJECT. The **COUNTY** will use its best efforts to provide said funds to the **CITY** 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 **CITY** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **PROJECT**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **CITY** will obtain or provide all labor and materials necessary for the **PROJECT.** The **CITY** 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 **CITY.** Said information shall list each invoice payable by the **CITY** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY.** The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** 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 **CITY's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** 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 **CITY** 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 **CITY** 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 **PROJECT.**

9. The **PROJECT** shall be completed and final invoices submitted to the **COUNTY** no later than March 31, 2010 and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter, unless the time for completion is extended by modification of this Agreement.