

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: See Comment Section B.

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	\$ -0-	-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	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Acct No.: Fund 3500 Dept. 368 Unit 1215 Object 8101
 Program

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

Transportation Improvement Fund
 Village of Royal Palm Beach Street Imp-Dist 6

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 5/16/08

III. REVIEW COMMENTS

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

It will hit 4-9-08
 OFMB SP 6/9/08 CN 6/9/08
[Signature]
6/10/08 Contract Dev. and Control 6/10/08

B. Approved as to Form and Legal Sufficiency:

[Signature] 6/11/08
 Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

 Department Director

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

R41
N

See pg 42

R41
M

54

T43

T43

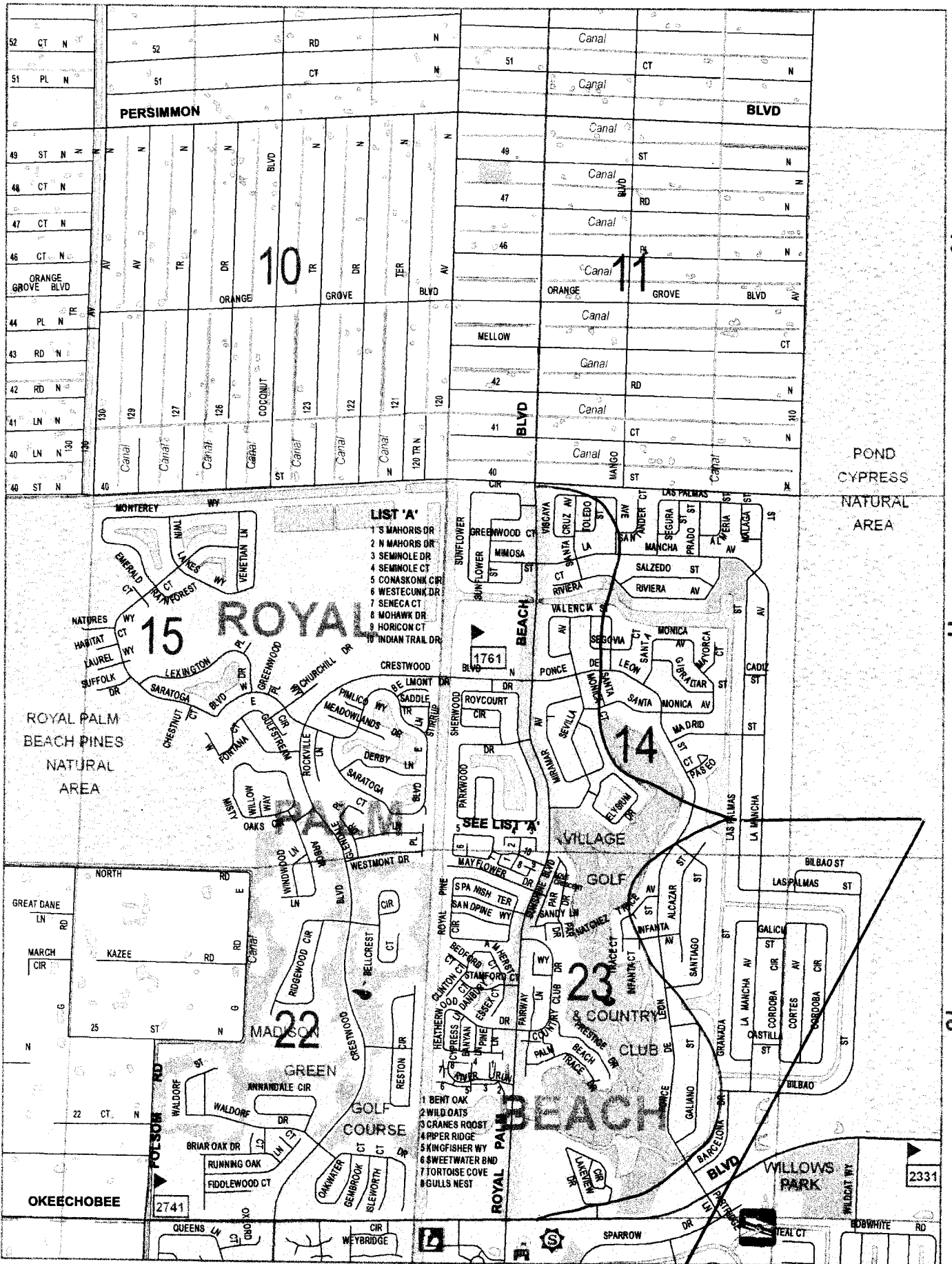
T43

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N

See pg 66

M

PROJECT LOCATION

From: Johnnie Easton
To: Miley, Owen
Date: 3/26/2008 11:00:36 AM
Subject: Re: Fwd: FW: Interlocal Agreement between Palm Beach County and The Village of Royal Palm Beach for Stre

Commissioner wouldn't have a problem with the time extension as long as they're moving forward with the project.
Thanks for asking!

Johnnie "Smiley" Easton
Administrative Assistant
Commissioner Jess Santamaria
Palm Beach County
301 North Olive Avenue, Suite 12
West Palm Beach, FL 33401
561-355-6300

"Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing."

>>> Owen Miley 3/26/2008 10:31 AM >>>

The Village has requested a time extension of their Agreement for street improvements from September 30, 2008 to September 30, 2009. As I understand it the work has not been completed. I suggested an extension to March 10, 2010. Would the Commissioner have any objections to this.

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

>>> "Kathleen Drahos" <KDrahos@RoyalPalmBeach.com> 03/20/08 3:34 PM >>>

From: Kathleen Drahos
Sent: Friday, March 07, 2008 8:49 AM
To: omiely@pbcgov.com
Cc: Ray Liggins; Christopher Marsh; Chris Wax; Lori Padgett
Subject: Interlocal Agreement between Palm Beach County and The Village of Royal Palm Beach for Street Improvements to Royal Palm Beach Blvd.

Per our telephone conversation, can you please extend the above referenced agreement until September 30, 2009. Per our discussion this extension will need to be approved by the Commissioners. If you require anything further, please let me know. Thank you.

Kathy Drahos

Executive Secretary

Village Manager

Assistant Village Manager/Village Engineer

1050 Royal Palm Beach Blvd.

Royal Palm Beach, Florida 33411

**AMENDMENT TO THE INTER-LOCAL AGREEMENT
THE VILLAGE OF ROYAL PALM BEACH STREET IMPROVEMENTS FOR
ROYAL PALM BEACH BOULEVARD**

THIS AMENDMENT TO THE AGREEMENT is made and entered into this _____ day of _____, 2008 by and between **THE VILLAGE OF ROYAL PALM BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**VILLAGE**", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH:

WHEREAS, on August 15, 2006 the **VILLAGE** and the **COUNTY** entered into an Inter-local Agreement R2006-1380 providing for reimbursement funding in an amount not to exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)** for the **VILLAGE "IMPROVEMENTS"** (landscaping, irrigation and paving blocks to the road right of way), and;

WHEREAS, the Agreement provided for a completion deadline of September 30, 2008 for the **VILLAGE** completion of their **IMPROVEMENTS**; and

WHEREAS, due to delays encountered by the **VILLAGE** in its efforts to accomplish its **IMPROVEMENTS**, the September 30, 2008 completion deadline will be exceeded; and

WHEREAS, the **COUNTY** and **VILLAGE** desire that the Agreement continue without interruption or lapse and its term be extended to September 30, 2009; and

NOW, THEREFORE, in consideration of mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The Inter-local Agreement dated August 15, 2006 by and between the **COUNTY** and **VILLAGE** shall be continued, without interruption or lapse in its term or effect, commencing on October 1, 2008 and expiring September 30, 2009. Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:

9. The **VILLAGE** shall be completed and final invoices submitted to the **COUNTY** no later than September 30, 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.

2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.
3. All other provisions of the Inter-local Agreement dated August 15, 2006 shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

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

VILLAGE OF ROYAL PALM BEACH

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

By: *David A. Ford*
Mayor

By: _____
Addie L. Greene Chairperson

ATTEST:

ATTEST:

By: *Diane DeLento*
Village Clerk

SHARON R. BOCK, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *Irish J. Mate*
Village Attorney

By: _____
Assistant County Attorney

Date: 5/1/2008

Date: _____

APPROVED AS TO TERMS AND CONDITIONS

By: *McConnell*

Date: 5/21/08

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE VILLAGE OF ROYAL PALM BEACH
FOR STREET IMPROVEMENTS TO
ROYAL PALM BEACH BOULEVARD**

R2006-1380

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of AUG 15 2006, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **THE VILLAGE OF ROYAL PALM BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**VILLAGE**"

WITNESSETH:

WHEREAS, the **VILLAGE** is undertaking improvements to Royal Palm Beach Boulevard from Okeechobee Boulevard to 40th Street, within the **VILLAGE** limits hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **IMPROVEMENTS** consists of adding landscape, irrigation and paving blocks to the road right of way; and

WHEREAS, the **COUNTY** believes that the construction of the **IMPROVEMENTS** serves a public purpose in the enhancement of this **VILLAGE** road and wishes to support the **IMPROVEMENTS** by providing supplemental reimbursement funding for the documented costs of the **IMPROVEMENTS** in an amount not to exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**; and

WHEREAS, after construction of the **IMPROVEMENTS**, the **VILLAGE** 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 **VILLAGE** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00)**.
3. The **COUNTY** agrees to reimburse the **VILLAGE** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **VILLAGES'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 **VILLAGE** 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 **VILLAGE** 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 **VILLAGE** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **VILLAGE** 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 **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 **COUNTY**. 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 **VILLAGES's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **VILLAGE** 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 **VILLAGE** 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 **VILLAGE** 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 September 30, 2008, 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.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **VILLAGE** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **VILLAGES's** negligence in connection with this Agreement or the performance by the **VILLAGE** 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 or for any amount over the limits set forth in FL Statute 768.28 despite any case law to the contrary.

11. The **VILLAGE** shall, at all times during the term of this Agreement, maintain its status as a self insured entity.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **VILLAGE** 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 **VILLAGE** shall require each contractor engaged by the **VILLAGE** 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 **VILLAGE** 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 **VILLAGE**; and the **COUNTY** may withhold any payment to the **VILLAGE** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

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

16. The **COUNTY** and **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 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 VILLAGE

Village of Royal Palm Beach
Mr. Dave Farber, Village Manager
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411

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 **VILLAGE** will comply with all applicable governmental codes during the **IMPROVEMENTS**.
23. The **COUNTY** 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.
24. 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.
25. 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.
26. 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.
27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.
28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
29. 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.

R2006 1380

AUG 15 2006

VILLAGE OF ROYAL PALM BEACH

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

By: Daniel A. Lewis
Mayor

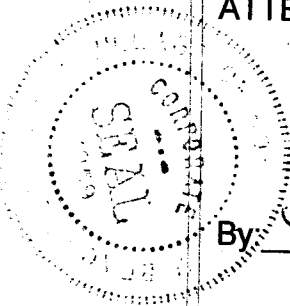
By: Tony Masilotti
Tony Masilotti, Chairman

ATTEST:

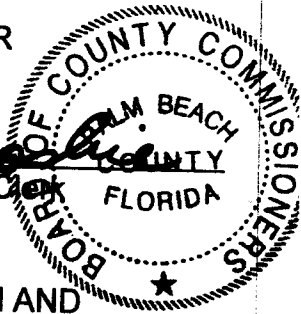
ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: Judith Caplan
Deputy Clerk



By: Steve DeSoto
Village Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Julia Whitte
Village Attorney

By: Paul F. J.
Assistant County Attorney

Date: July 18, 2006

By: 8/1/06

APPROVED AS TO TERMS AND CONDITIONS

By: J. McConnell

Date: 7/20/06