



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$50,000</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>
<b>NET FISCAL IMPACT</b>	<b><u>\$50,000</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>

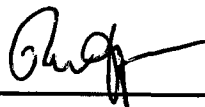
# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
Budget Acct No.: Fund 3900 Dept. 368 Unit 1283/1291 Object 8101  
Program

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

Capital Outlay Fund  
City of Pahokee Potable Water Distribution Imp Project-Dist 6  
City of Pahokee Temporary Modular Facilities - Dist 6

C. Departmental Fiscal Review: \_\_\_\_\_



**III. REVIEW COMMENTS**

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

apwillhite 8-28-08  
OFMB  
SN 8/27/08 CN 8/21/08

W. D. J. J. J. 9/9/08  
Contract Dev. and Control

**B. Approved as to Form and Legal Sufficiency:**

Marlene R. [Signature] 9/11/08  
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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R36  
PP

No Cont map

R37  
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T42

Lake Okeechobee

**PAHOKEE MUNICIPAL COMPLEX**

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PAHOKEE  
STATE  
PARK

441

15

1101

T42

PARK

18

715

BACOM  
POINT RD

15

12

24

19

T42

Bacom  
Point

HOME  
PLACE CT

**PAHOKEE**

LAKERIDE  
CR

SW 14 ST

SW 14 TER

LEMON  
AV

FRANK  
FRANK

COUNTY  
RD

SECTION 20

(RIM CANAL RD)

FECRR

WADDELL  
RACE CT

HIDDEN  
RD

PROSETTI

IMME DR

CISTAR  
CT

W. A. FARM

GOLDEN  
RD

W. T. FARM

W. A. FARM

W. A. FARM

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W. A. FARM

W. A. FARM

135

PP

See pg 137

OO

**From:** Cyndy Stephens E. <CEStephens@pbcgov.org>  
**To:** Owen Miley <OMILEY@co.palm-beach.fl.us>  
**Date:** 8/25/2008 4:24:32 PM  
**Subject:** Pahokee Temporary Modular Facility

Owen,

Please consider this e-mail Commissioner Santamaria's authorization for the transfer of \$50,000.00 from the Pahokee Potable Water Project to the Pahokee Temporary Modular Facility. Please process the necessary agreements/agenda items to allow for this transfer. Thank you very much.

Cyndy Stephens  
Senior Administrative Assistant  
Jess R. Santamaria  
County Commissioner, District 6  
(561) 355-6300 (Office)  
(561) 355-4366 (Fax)

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**REIMBURSEMENT AGREEMENT  
CITY OF PAHOKEE  
TEMPORARY MODULAR FACILITIES**

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**THIS REIMBURSEMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF PAHOKEE, a municipal corporation of the State of Florida, hereinafter "CITY", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".**

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**WITNESSETH:**

**WHEREAS, CITY's municipal complex suffered severe damage from the winds and rains of Tropical Storm Fay forcing them to relocate to a vacant medical office building, hereinafter "BUILDING"; and**

**WHEREAS, CITY has determined that the BUILDING will not be adequate for all CITY functions and that temporary modular facilities are warranted; and**

**WHEREAS, CITY desires the financial support of the COUNTY for a 24 month rental of 2 modular buildings, including delivery, set up, tie down, water and sewer connections, electric connection, steps, and related contingencies hereinafter "FACILITIES"; and**

**WHEREAS, COUNTY believes that these efforts by CITY serve a public purpose and wishes to provide for the cost of the FACILITIES by providing reimbursement funding from Board of County Commissioners Reserves from District 6 in an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000); and**

**WHEREAS, when work has been completed, CITY will be responsible for the perpetual maintenance of the FACILITIES as long as they are in use.**

**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. **COUNTY agrees to provide to CITY reimbursement funding for documented costs for the FACILITIES from Commission District 6 Discretionary funds for FACILITIES in an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000).**

1           **3. COUNTY agrees to reimburse CITY the amount established in paragraph**  
2 **2 for costs (rental, materials and labor) including those costs incurred prior to**  
3 **execution of this agreement that are associated with the FACILITIES, upon CITY's**  
4 **submission of acceptable documentation needed to substantiate their costs for the**  
5 **FACILITIES. COUNTY will use its best efforts to provide said funds to CITY on a**  
6 **reimbursement basis within forty-five (45) days of receipt of all information required**  
7 **in Paragraph 6, below.**

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

10           **5. CITY agrees to assume all responsibility for contract preparation, and**  
11 **contract administration for the FACILITIES, including payment(s) to contractor(s),**  
12 **pursuant to all applicable governmental laws and regulations and permitting**  
13 **requirements in designing, completing and maintaining the FACILITIES.**

14           **6. COUNTY shall have the final determination of eligibility for**  
15 **reimbursement. CITY shall furnish the Special Projects Coordinator of COUNTY'S**  
16 **Department of Engineering and Public Works with a request for payment supported**  
17 **by the following:**

18           **a. A Contract Payment Request Form and a Contractual Services**  
19 **Purchases Schedule Form, attached hereto and incorporated herein as Exhibit**  
20 **"A" (pages 1 and 2) which are required for each and every reimbursement**  
21 **requested by CITY. Said information shall list each invoice paid by CITY and**  
22 **shall include the vendor invoice number, invoice date, and the amount paid by**  
23 **CITY. CITY shall attach a copy of each vendor invoice paid by CITY along with**  
24 **a copy of the respective check and shall make reference thereof to the**  
25 **applicable item listed on the Contractual Services Purchases Schedule Form.**  
26 **Further, the Program Administrator and the Program Financial Officer for CITY**  
27 **shall also certify that each vendor invoice listed on the Contractual Services**  
28 **Purchases Schedule Form were paid by CITY as indicated.**

1           **7. CITY shall maintain adequate records to justify all charges, expenses,**  
2 **and costs incurred in performing the FACILITIES for at least three (3) years after the**  
3 **completion of such FACILITIES. COUNTY shall have access to all books, records**  
4 **and documents as required in this Section for the purpose of inspection or audit**  
5 **during normal business hours.**

6           **8. CITY agrees to be responsible for the maintenance of the FACILITIES as**  
7 **long as they are in place, following the completion and shall be solely responsible**  
8 **for obtaining and complying with all necessary permits, approvals, and**  
9 **authorizations from any federal, state, regional, or COUNTY agency which are**  
10 **required for the subsequent maintenance of the FACILITIES.**

11           **9. All FACILITIES shall be completed and final invoices submitted to**  
12 **COUNTY no later than October 1, 2009, and COUNTY shall have no obligation to**  
13 **CITY or any other entity or person for any cost incurred thereafter unless the time for**  
14 **completion is extended by modification of this Agreement as provided herein.**

15           **10. CITY recognizes that it is an independent contractor and not an agent or**  
16 **servant of COUNTY or its Board of County Commissioners. In the event a claim or**  
17 **lawsuit is brought against COUNTY, its officers, employees, servants or agents,**  
18 **relate to the FACILITIES or any item which is the responsibility of CITY. CITY hereby**  
19 **agrees, to the extent permitted by law, to indemnify, save and hold harmless**  
20 **COUNTY, its officers, employees, servants or agents, and to defend said persons**  
21 **from any such claims, liabilities, causes of action and judgments of any type**  
22 **whatsoever arising out of or relating to the negligent or wrongful acts or omissions**  
23 **of CITY relating to the obligations of CITY under this Agreement. CITY, to the extent**  
24 **permitted by law, agrees to pay all costs, attorney's fees and expenses incurred by**  
25 **COUNTY, its officers, employees, servants or agents in connection with such claims,**  
26 **liabilities or suits except as may be incurred due to the negligence of COUNTY.**

27           **11. CITY shall, at all times during the term of this Agreement (the**  
28 **installation and existence of the FACILITIES), maintain in force its status as an**  
29 **insured municipal corporation.**

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

7           **13. CITY shall require each contractor engaged by CITY for work associated**  
8 **with this Agreement to maintain:**

9                   **a. Workers' Compensation coverage in accordance with Florida**  
10 **Statutes, and;**

11                   **b. Commercial General Liability coverage, including vehicle coverage,**  
12 **in combined single limits of not less than ONE MILLION AND 00/100**  
13 **DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage**  
14 **as an additional insured.**

15                   **c. A payment and performance bond for the total amount of the**  
16 **FACILITIES in accordance with Florida Statute 255.05.**

17           **14. In the event of termination, CITY shall not be relieved of liability to**  
18 **COUNTY for damages sustained by COUNTY by virtue of any breach of the contract**  
19 **by CITY; and COUNTY may withhold any payment to CITY for the purpose of set-off**  
20 **until such time as the exact amount of damages due COUNTY is determined.**

21           **15. CITY'S termination of this AGREEMENT shall result in all obligations of**  
22 **COUNTY for funding contemplated herein to be canceled.**

23           **16. COUNTY and CITY agree that no person shall, on the grounds of race,**  
24 **color, national origin, sexual orientation, religion or creed, sex, age, or handicap be**  
25 **discriminated against in performance of the Agreement.**

26           **17. COUNTY may, at COUNTY's discretion and for the duration of FACILITIES,**  
27 **install signs within the public property or easement, notifying the public that the**  
28 **FACILITIES were funded with COUNTY dollars.**





1 effective unless contained in a written document executed with the same formality  
2 and equality of dignity herewith.

3 23. Each party agrees to abide by all laws, orders, rules and regulations and  
4 CITY will comply with all applicable governmental codes in the maintenance and  
5 replacement of the FACILITIES.

6 24. The parties to this Agreement shall not be deemed to assume any  
7 liability for the negligent or wrongful acts or omissions of the other party (or parties).  
8 Nothing contained herein shall be construed as a waiver, by any of the parties, of the  
9 liability limits established in Section 768.28, Florida Statutes.

10 25. CITY shall promptly notify COUNTY of any lawsuit-related complaint, or  
11 cause of action threatened or commenced against it which arises out of or relates, in  
12 any manner, to the performance of this Agreement.

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

17 27. The preparation of this Agreement has been a joint effort of the parties,  
18 and the resulting document shall not, solely as a matter of judicial constraint, is  
19 construed more severely against one of the parties than the other.

20 28. This Agreement represents the entire understanding of the parties, and  
21 supersedes all other negotiations, representations, or agreements, either written or  
22 oral, relating to this Agreement.

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

25 30. This Agreement shall take affect upon execution and the effective date  
26 shall be the date of execution.

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**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	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

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 082508-3316

FUND Capital Outlay

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 08/25/08	REMAINING BALANCE
<u>CITY OF PAHOKEE TEMP MODULAR FAC - DIST 6</u>								
3900-368-1291-8101	Contributions Othr Govtl Agency	0	0	50,000	0	50,000	0	50,000
<u>CITY OF PAHOKEE POTABLE WAT DIST IMP-DIST 6</u>								
3900-368-1283-8101	Contributions Othr Govtl Agency	0	500,000	0	50,000	450,000	155,628	294,372
				50,000	50,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 09/09/08

Engineering & Public Works

[Signature]

8/26/08

Administration / Budget Approval

[Signature]

8-28-08

OFMB Department - Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners

52  
8/28/08