

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	\$95,000	-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	\$95,000	-0-	-0-	-0-	-0-

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
 Reserve for District 6
 City of Pahokee Street Improvements - Dist 6

C. Departmental Fiscal Review: _____ *Audg*

III. REVIEW COMMENTS

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

Uwillhite 10.27.08
 OFMB *SN 10/24/08 ON 10/23/08*
per Anne J. Javel 10/29/08
 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Marken P. Attia 11/03/08
 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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Lake Okeechobee

PAHOKEE STREET IMPROVEMENT

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PAHOKEE STATE PARK

441

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1101

T42

PARK

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715

BACOM POINT RD

Herbert Hoover Dike

15

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T42

Bacom Point

HOME PLACE CT

PAHOKEE

WILDER RD

LAKESIDE CR

SW 14 ST

SW 14 TER

POPCORN

FAVOR

COUNTY RD

SECTION 20

(RIM CANAL RD)

FEARR

Attachment 3

Owen Miley

From: CVerner@Exchange.PBCGOV
Sent: Friday, May 30, 2008 10:29 AM
To: Owen Miley
Subject: Gas Tax Allocation - \$95,000.00 - City of Pahokee

Commissioner Santamaria has allocated \$95,000.00 to the City of Pahokee for street improvements. The contact person is Mayor Wayne Whitaker, 171 North Lake Avenue, Pahokee, Florida 33476. Phone: (561) 924-5534. Please process the necessary Interlocal Agreement and let me know if there is any other information you might need. Thanks a million.

Cyndy Verner

Senior Administrative Assistant to

Jess R. Santamaria

County Commissioner

District 6

(561) 355-6300

Attachment 12

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**REIMBURSEMENT AGREEMENT
CITY OF PAHOKEE
STREET IMPROVEMENTS**

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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 is undertaking the rehabilitation of East 2nd Street, East 3rd Street, East 4th Street, East 5th Street, West Main Street, Amaryllis Avenue, and Begonia Drive within the CITY limits; and

WHEREAS, CITY desires the financial support of the COUNTY for resurfacing roadways, repairing sidewalks, curbs, gutters, landscaping and irrigation hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by CITY serve a public purpose and wishes to provide for the cost of the IMPROVEMENTS by providing reimbursement funding from Board of County Commissioners Reserves from District 6 in an amount not to exceed NINETY FIVE THOUSAND AND 00/100 DOLLARS (\$95,000); and

WHEREAS, CITY owns all roadways mentioned above and will be responsible for the perpetual maintenance of the IMPROVEMENTS after completion.

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 IMPROVEMENTS from Commission District 6 Discretionary Funds for Improvements in an amount not to exceed NINETY FIVE THOUSAND AND 00/100 DOLLARS (\$95,000).**
3. **COUNTY agrees to reimburse CITY the amount established in paragraph 2 for costs (materials and labor) associated with the IMPROVEMENTS, upon CITY's submission of acceptable documentation needed to substantiate their costs for the**

1 **IMPROVEMENTS. COUNTY will use its best efforts to provide said funds to CITY on a**
2 **reimbursement basis within forty-five (45) days of receipt of all information required**
3 **in Paragraph 6, below.**

4 **4. COUNTY's obligation is limited to its payment obligation and shall have**
5 **no obligation to any other person or entity. The COUNTY'S performance and**
6 **obligation to pay under this contract for subsequent fiscal years is contingent upon**
7 **annual appropriations for this purpose by the Board of County Commissioners.**

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

13 **6. CITY will obtain or provide all labor and materials associated with the**
14 **IMPROVEMENTS. 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 statement from a Florida Registered Engineer, that the IMPROVEMENTS**
19 **have been completed and are in accordance with FDOT Design Standards**
20 **2008 and Palm Beach County Specifications, and;**

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

29 **Further, the Program Administrator and the Program Financial Officer for CITY**

1 **shall also certify that each vendor invoice listed on the Contractual Services**
2 **Purchases Schedule Form were paid by CITY as indicated.**

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

8 **8. CITY agrees to be responsible for the perpetual maintenance of the**
9 **IMPROVEMENTS following the completion and shall be solely responsible for**
10 **obtaining and complying with all necessary permits, approvals, and authorizations**
11 **from any federal, state, regional, or COUNTY agency which are required for the**
12 **subsequent maintenance of the IMPROVEMENTS.**

13 **9. All IMPROVEMENTS shall be completed and final invoices submitted to**
14 **COUNTY no later than October 1, 2010, and COUNTY shall have no obligation to**
15 **CITY or any other entity or person for any cost incurred thereafter unless the time for**
16 **completion is extended by modification of this Agreement as provided herein.**

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

1 **11. Without waiving the right to sovereign immunity as provided by Section**
2 **768.28, Florida Statutes, VILLAGE acknowledges to be self-insured for General**
3 **Liability and Automobile Liability under Florida sovereign immunity statutes with**
4 **coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such**
5 **monetary waiver limits that may change and be set forth by the legislature. In the**
6 **event that the VILLAGE maintains third-party commercial General Liability and**
7 **Business Auto Liability in lieu of exclusive reliance on self-insurance under Section**
8 **768.28, Florida Statutes, VILLAGE shall agree to maintain said insurance policies at**
9 **limits not less than \$500,000 combined single limit for bodily injury or property**
10 **damage. VILLAGE agrees to maintain or to be self-insured for Worker's**
11 **Compensation & Employer's Liability insurance in accordance with Florida Statutes**
12 **440. Prior to execution of this AGREEMENT by the County VILLAGE shall deliver to**
13 **the County an affidavit or Certificate of Insurance evidencing insurance, self-**
14 **insurance, and/or sovereign immunity status, which County agrees to recognize as**
15 **acceptable for the above mentioned coverages. Certificate holder's address shall**
16 **read Palm Beach County, c/o Department of Engineering and Public Works, 2300 N.**
17 **Jog Road , 3E-13, West Palm Beach, Florida 33411, Attention: Special Projects**
18 **Coordinator. Compliance with the foregoing requirements shall not relieve VILLAGE**
19 **of its liability and obligations under this AGREEMENT.**

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

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

28 **a. Workers' Compensation coverage in accordance with Florida**
29 **Statutes, and;**

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

c. 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, CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the contract by CITY; and COUNTY may withhold any payment to CITY for the purpose of set-off until such time as the exact amount of damages due COUNTY is determined.

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

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

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

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 affect 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 COUNTY

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

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AS TO CITY

**Matthew Brock City Manager
City of Pahokee
171 N. Lake Avenue
Pahokee, Florida 33476
561-924-5534 FAX 561-924-7301**

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.

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 CITY will comply with all applicable governmental 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.

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

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

8 **27. The preparation of this Agreement has been a joint effort of the parties,**
9 **and the resulting document shall not, solely as a matter of judicial constraint, be**
10 **construed more severely against one of the parties than the other.**

11 **28. This Agreement represents the entire understanding of the parties, and**
12 **supersedes all other negotiations, representations, or agreements, either written or**
13 **oral, relating to this Agreement.**

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

16 **30. This Agreement shall take effect upon execution and the effective date**
17 **shall be the date of execution.**

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

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

CITY OF PAHOKEE BY ITS
CITY COMMISSION

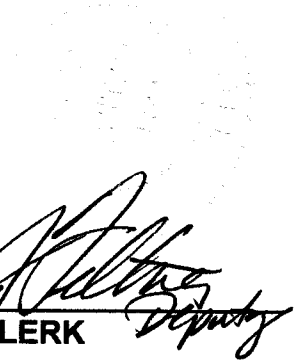
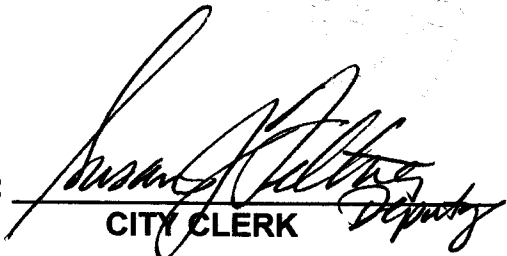
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6 By: _____
7 ~~ADDIE L. GREENE, CHAIRPERSON~~

By:  _____
CHAIRPERSON

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10 (COUNTY SEAL)

(CITY SEAL)

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14 ATTEST:
15 SHARON R. BOCK, CLERK &
16 COMPTROLLER

ATTEST:

By:  _____
CITY CLERK

17 By: _____
18 DEPUTY CLERK

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21 APPROVED AS TO FORM AND LEGAL
22 SUFFICIENCY

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

23 By: _____
24 ASSISTANT COUNTY ATTORNEY

By:  _____
CITY ATTORNEY

25
26
27 Date: _____

Date: 9/30/08

28 APPROVED AS TO TERMS AND
29 CONDITIONS

30
31 By:  _____

Date: 9/30/08

**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	_____	_____	_____
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

2009 _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

FUND Transportation Improvement

BGEX

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/08	REMAINING BALANCE
CITY OF PAHOKEE STREET IMP - DIST 6								
3500-368-1297-8101	Contributions Othr Govtl Agency	0	0	95,000	0	95,000	0	95,000
RESERVE FOR DISTRICT 6								
3500-368-9116-9907	Res-Future Construction	442,789	342,789	0	95,000	247,789		
				95,000	95,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 11/18/08

Engineering & Public Works

[Signature]

9/29/08

Administration / Budget Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners