

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	\$150,000	-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	\$150,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

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

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

Transportation Improvement Fund
Reserve for District 6
Forest Hill Blvd and Quercus Lane - Dist 6

C. Departmental Fiscal Review: _____

[Signature]

III. REVIEW COMMENTS

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

Whillite 11-24-08
OFMB
ND 11/24/08 SN 11/24/08 CN 11/25/08

Dr J. Jacek 11/26/08
Contract Dev. and Control

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

McLone 12/1/08
Assistant County Attorney

At the time of our review, the contract was not executed and there was no proof of insurance.

C. Other Department Review:

Department Director

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

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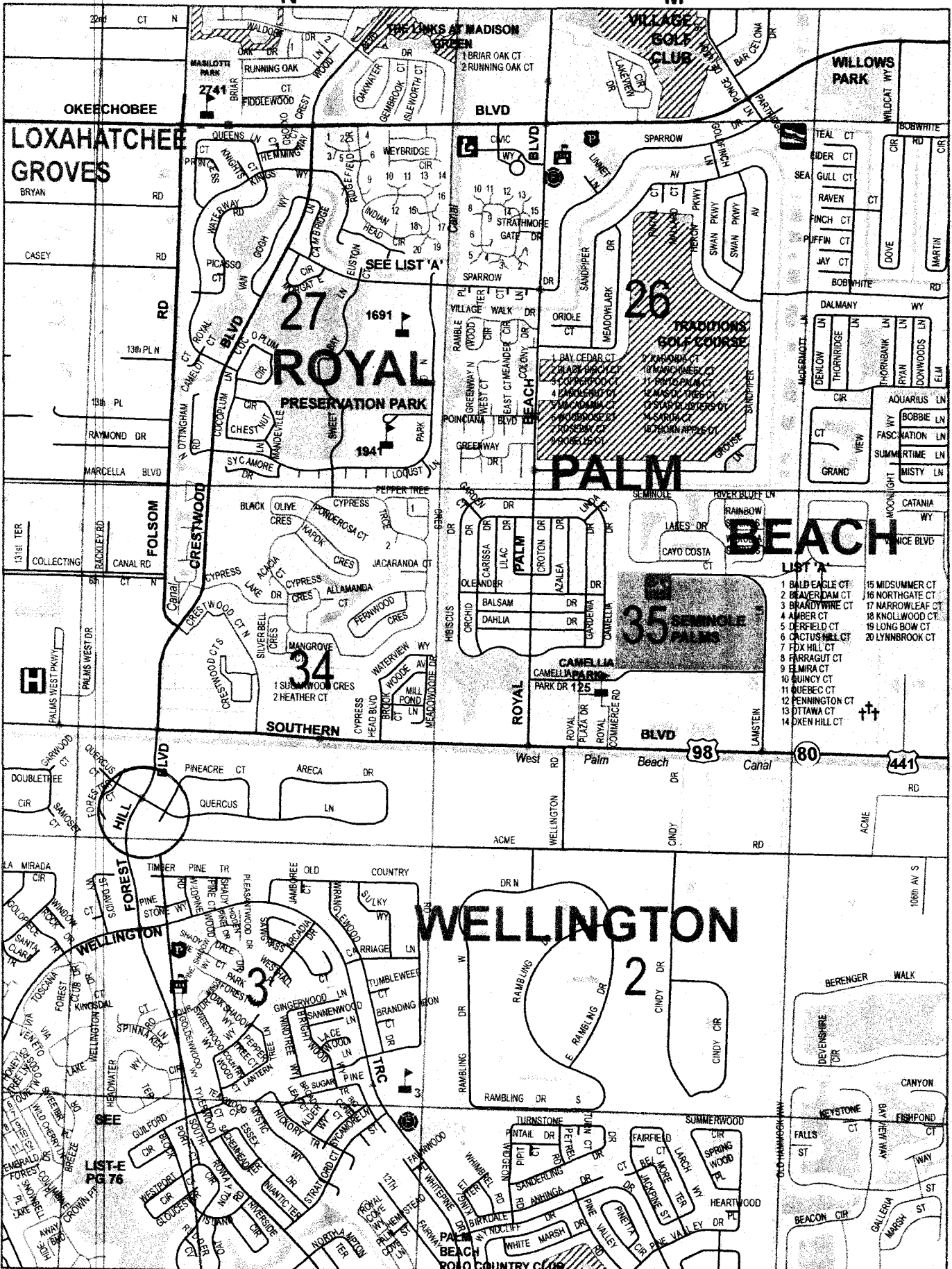
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Forest Hill Blvd
+ Quercus Lane

Owen Miley

From: Cyndy Verner [CVerner.PBCGOV.Exchange]
Sent: Monday, August 18, 2008 9:47 AM
To: Owen Miley; George Webb
Subject: Quercus Lane & Forest Hill Signal

Commissioner Santamaria has agreed to contribute an additional \$50,000.00 to the already \$100,000.000 allocated to this project. Please prepare an amended agreement to allow for the increase in funding to \$150,000.00 from District 6 gas tax funding.

Thank you.

Cyndy Stephens

Senior Administrative Assistant to

Jess R. Santamaria

County Commissioner

District 6

(561) 355-6300

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**GRANT AGREEMENT
VILLAGE OF WELLINGTON
FOR SIGNAL INSTALLATION AT
FOREST HILL BOULEVARD AND QUERCUS LANE**

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THIS REIMBURSEMENT AGREEMENT is made and entered into this ____ day of _____, 2008, by and between VILLAGE OF WELLINGTON 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 referred to as "COUNTY".

WITNESSETH:

WHEREAS, VILLAGE is planning to install a traffic signal at the intersection of Forest Hill Boulevard and Quercus Lane hereinafter PROJECT; and

WHEREAS, VILLAGE has declared that the construction of the PROJECT serves a public purpose in the enhancement of traffic control for this road; and

WHEREAS, the COUNTY agrees to support the PROJECT by providing supplemental reimbursement funding for the documented costs of the PROJECT in an amount not to exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000); and

WHEREAS, COUNTY is the maintaining agency for traffic signals within the VILLAGE and unincorporated COUNTY limits as pursuant to the AGREEMENT R96-2032D dated December 17, 1996 and as per first amendment R2007-1670, hereafter, Traffic Signal Agreement; and

WHEREAS, when the construction of PROJECT has been completed the VILLAGE shall be responsible for all subsequent maintenance of the PROJECT and it will not be a responsibility of the COUNTY; and

WHEREAS, COUNTY and VILLAGE are authorized to enter into this AGREEMENT pursuant to Section 163.01 of the Florida Statutes, as amended which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

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

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1. The above recitals are true, correct and are incorporated herein.

2. COUNTY agrees to provide the VILLAGE reimbursement funding for documented costs for the PROJECT, from Commission District 6 Reserve Funds in an amount not to exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00), upon VILLAGE's submission of acceptable documentation needed to substantiate their costs for the PROJECT. COUNTY will use its best efforts to provide said funds to VILLAGE on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.

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

4. VILLAGE agrees to assume all responsibility for bidding, contract preparation, and contract administration for the PROJECT, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and permitting requirements in designing, completing and maintaining the PROJECT.

5. VILLAGE will obtain or provide all labor and materials associated with the PROJECT. COUNTY shall have the final determination of eligibility for reimbursement. VILLAGE shall furnish the Special Projects Coordinator, of the COUNTY'S Department of Engineering and Public Works with a request for payment supported by the following:

a. A statement from a Florida Registered Engineer, that the PROJECT has been completed and is in accordance with FDOT Design Standards 2008 and Palm Beach County Signal Standards 2006; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 and 2) which are required for each and every reimbursement requested by VILLAGE. Said information shall list each invoice paid by VILLAGE and shall include the vendor invoice number, invoice date, and the

1 amount paid by VILLAGE. VILLAGE shall attach a copy of each vendor
2 invoice paid by VILLAGE along with a copy of the respective check and shall
3 make reference thereof to the applicable item listed on the Contractual
4 Services Purchases Schedule Form. Further, the Program Administrator and
5 the Program Financial Officer for VILLAGE shall also certify that each vendor
6 invoice listed on the Contractual Services Purchases Schedule Form was paid
7 by VILLAGE as indicated.

8 6. VILLAGE shall maintain adequate records to justify all charges,
9 expenses, and costs incurred in performing the PROJECT for at least three (3) years
10 after the completion of such PROJECT. COUNTY shall have access to all books,
11 records and documents as required in this Section for the purpose of inspection or
12 audit during normal business hours.

13 7. VILLAGE agrees to be responsible for the perpetual maintenance of the
14 PROJECT following its completion and shall be solely responsible for obtaining and
15 complying with all necessary permits, approvals, and authorizations from any
16 federal, state, regional, or COUNTY agency which are required for the subsequent
17 maintenance of the PROJECT.

18 8. PROJECT shall be completed and final invoices submitted to COUNTY
19 no later than October 1, 2010, and COUNTY shall have no obligation to VILLAGE for
20 any cost incurred thereafter unless the time for completion is extended by
21 modification of this AGREEMENT as provided herein.

22 9. VILLAGE recognizes that it is an independent contractor and not an
23 agent or servant of COUNTY or its Board of County Commissioners. In the event a
24 claim or lawsuit is brought against COUNTY, its officers, employees, servants or
25 agents, relating to the PROJECT or any item which is the responsibility of VILLAGE,
26 VILLAGE hereby agrees, to the extent permitted by law, to indemnify, save and hold
27 harmless COUNTY, its officers, employees, servants or agents, and to defend said
28 persons from any such claims, liabilities, causes of action and judgments of any
29 type whatsoever arising out of or relating to the negligent or wrongful acts or

1 omissions of VILLAGE relating to the obligations of VILLAGE under this
2 AGREEMENT. VILLAGE, to the extent permitted by law, agrees to pay all costs,
3 attorney's fees and expenses incurred by COUNTY, its officers, employees, servants
4 or agents in connection with such claims, liabilities or suits except as may be
5 incurred due to the negligence of COUNTY.

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

25 11. As provided in F.S. 287.132-133, by entering into this AGREEMENT or
26 performing any work in furtherance hereof, VILLAGE certifies that its affiliates,
27 suppliers, sub-contractors, and consultants who perform work hereunder, have not
28 been placed on the convicted vendor list maintained by the State of Florida

1 Department of Management Services within 36 months immediately preceding the
2 date hereof. This notice is required by F.S. 287.133(3)(a).

3 12. VILLAGE shall require each contractor engaged by VILLAGE for work
4 associated with this AGREEMENT to maintain:

5 a. Workers' Compensation coverage in accordance with Florida
6 Statutes; and

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

11 c. A payment and performance bond for the total amount of the
12 PROJECT in accordance with Florida Statute 255.05.

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

18 15. VILLAGE's termination of this AGREEMENT shall result in all COUNTY
19 obligations for funding contemplated herein to be canceled.

20 16. COUNTY and VILLAGE agree that no person shall, on the grounds of
21 race, color, national origin, sexual orientation, gender identity and expression,
22 religion or creed, sex, age, or handicap is discriminated against in performance of
23 the AGREEMENT.

24 18. In the event that any section, paragraph, sentence, clause, or provision
25 hereof is held invalid by a court of competent jurisdiction, such holding shall not
26 affect the remaining portions of this AGREEMENT and the same shall remain in full
27 force and effect.

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IN WITNESS WHEREOF, the parties have executed this AGREEMENT and it is

effective on the day first above written.

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

VILLAGE OF WELLINGTON

By: _____
JOHN F. KOONS, CHAIRMAN

By: _____
MAYOR

(COUNTY SEAL)

(VILLAGE SEAL)

**ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER**

**ATTEST:

By: _____
VILLAGE CLERK**

By: _____
DEPUTY CLERK

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: _____
ASSISTANT COUNTY ATTORNEY

By: _____
VILLAGE ATTORNEY

Date: _____

Date: _____

**APPROVED AS TO TERMS AND
CONDITIONS**

By: *J. McDonnell*

Date: 11/24/08

**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

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/21/08	REM/ BAI
FOREST HILL BLVD AND QUERCUS LANE - DIST 6								
3500-368-1303-8101	Contributions Othr Govtl Agency	0	0	150,000	0	150,000	0	150,000
RESERVE FOR DISTRICT 6								
3500-368-9116-9907	Res-Future Construction	442,789	342,789	<u>0</u>	<u>150,000</u>	192,789		
				150,000	150,000			

SIGNATURE

DATE

**By Board of County Commissioners
At Meeting of 12/02/08**

Engineering & Public Works

_____ *[Signature]*

_____ *11/21/08*

Administration / Budget Approval

OFMB Department - Posted

**Deputy Clerk to the
Board of County Commissioners**