

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 21, 2009

☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Submitted By: Engineering and Public Works
Submitted For: County Engineer

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) An Interlocal Agreement with the Town of Lantana (Town) for North Broadway Neighborhood Street Improvements in an amount not to exceed \$150,000; and
- B) A Budget Transfer of \$150,000 in the Transportation Improvement Fund from Reserve for District 7 to North Broadway Neighborhood Street Improvements – District 7.

SUMMARY: Approval of the Interlocal Agreement and Budget Transfer will provide funds to the Town for North Broadway Neighborhood Street Improvements, which includes the construction of cul-de-sacs that will provide a buffer between the business district and residences.

District 7 (MRE)

Background and Justification: The District 7 Commissioner wishes to support the Town by providing funds for the North Broadway Neighborhood Street Improvement project, which includes the construction of cul-de-sacs that will provide a buffer between the business district and residences. The District 7 Commissioner believes this will serve the public's best interest. The Board's approval of this agreement and determination of the public purpose will include the following findings: reduce traffic, enhance safety, and improve the public welfare by providing a more pedestrian friendly environment.

Attachments:

- 1. Location Map
 - 2. Authorization
 - 3. Agreement w/Exhibit A
 - 4. Budget Transfer
-

Recommended by: _____

Division Director

Date

Approved by: _____

County Engineer

Date

Sgt. T. Webb

4/16/09

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 7
North Broadway Neighborhood Improvements - Dist 7

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

 4/13/09
OFMB
4/13/09
4/16/09
4/10/09

 4/14/09
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

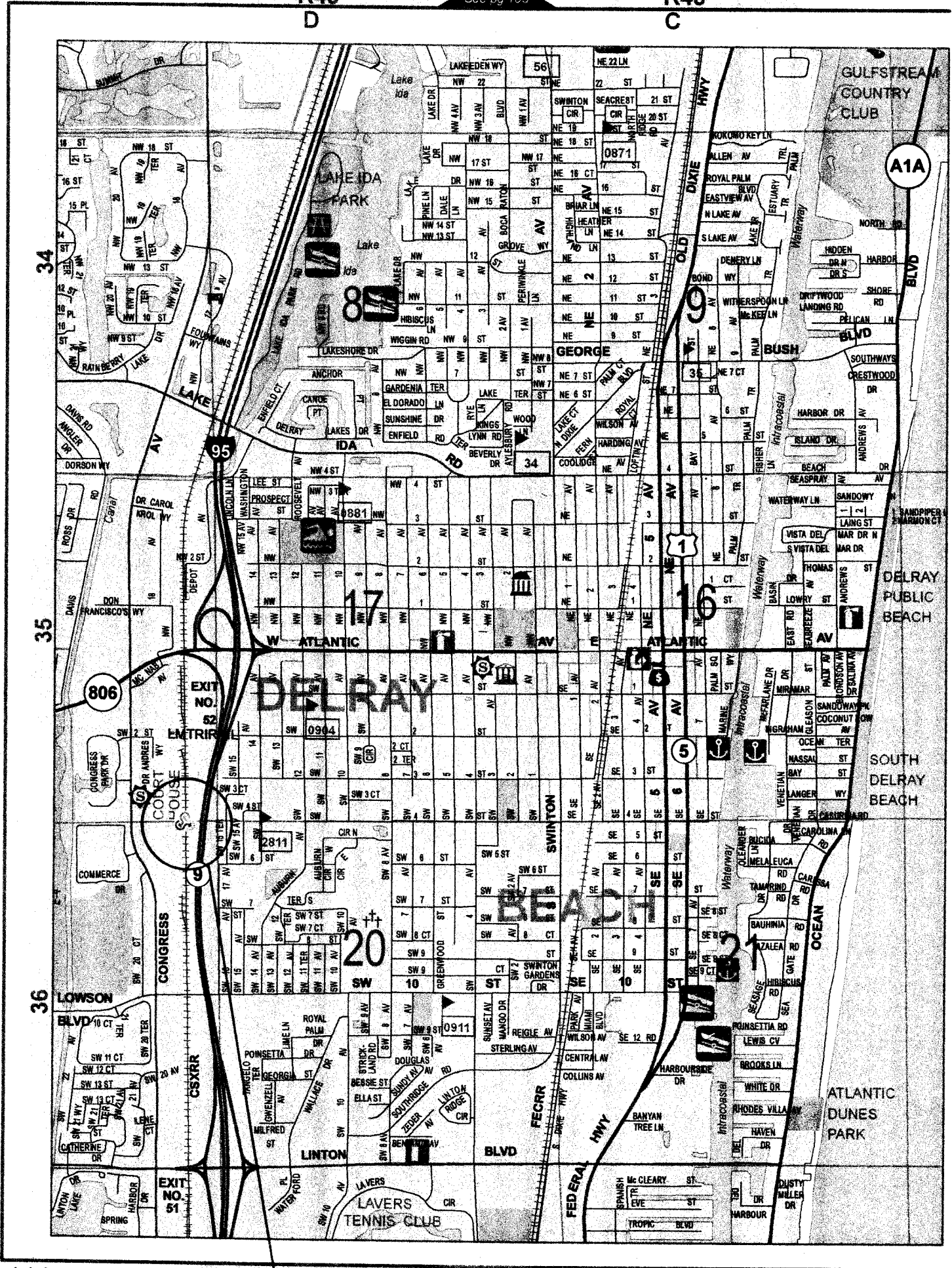
 4/15/09
Assistant County Attorney

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.



DELRAY BEACH DOWNTOWN ROUNDABOUT

SHUTTLE



P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2001
FAX: (561) 355-3990
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson

Jeff Koons, Vice Chair

Karen T. Marcus

Robert J. Kanjian

Mary McCarty

Burt Aaronson

Jess R. Santamaria

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

February 25, 2008

Mr. David T. Harden
City Manager
City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444

Dear Mr. Harden:

This is formal notification that I am awarding an annual allocation of \$30,000 for the next three years from the District IV Gas Tax Fund to the City of Delray Beach to assist with the funding to expand the Downtown Roundabout Shuttle System.

Your request and a copy of this letter are being forwarded to Owen Miley, in Engineering Department at the County to prepare the appropriate agreement for processing.

As always, it is a pleasure to assist the City of Delray Beach in transportation efforts. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Mary McCarty
Commissioner, District IV
Palm Beach County Commission

MM:kfs

cc: City of Delray Beach
Rita Ellis, Mayor

✓ Owen Miley, Engineering Dept./PBC

**GRANT AGREEMENT
THE CITY OF DELRAY BEACH
DOWNTOWN ROUNDABOUT SHUTTLE**

THIS GRANT AGREEMENT is made and entered into this ____ day of _____, 2008, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (referred to hereinafter as "County") and the City of Delray Beach, a Florida municipal corporation (referred to hereinafter as "City").

WITNESSETH

WHEREAS, the City has advised the County that it has expanded its existing community transit program which has been designed to provide shuttle services to the general public, free of charge and without restriction, within certain areas of the City (also referred to herein as "Transportation Program," or "Program"); and

WHEREAS, the City has expanded its existing Program to provide additional transportation services to Tri-Rail stations located within the City's geographical limits; and

WHEREAS, the City has entered into a Joint Participation Agreement (JPA) with the State of Florida Department of Transportation (FDOT) under which FDOT has agreed to provide up to \$180,180.00 to the City to be used to expand the City's transportation shuttle services to Tri-Rail (also referred to herein as the "Project"); and

WHEREAS, the City has sought a grant from County which the City will use to provide a portion of the fifty percent (50%) funding match required of the City under the terms of the JPA; and

WHEREAS, the City will provide all other funds needed to satisfy its obligations under the JPA, and to match FDOT's contribution to the Project; and

WHEREAS, the City acknowledges that it is the public entity implementing the Project, that it is responsible for its Transportation Program and the Project, and that it is not acting for or on behalf of the County, but that the Project will be designed to coordinate with County's fixed route public transportation system (Palm Tran) and SFRTA's transportation system (Tri-Rail); and

WHEREAS, the County and the City have determined that the Project will improve and enhance the City and County by providing alternative means of transportation, enhancing the coordination of existing transit systems (e.g., Palm Tran and Tri-Rail) increasing economic opportunities, reducing traffic congestion, and facilitating a "clean air" environment; and

WHEREAS, the County and the City find that the Project constitutes a valid public purpose.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and obligations set forth herein, the County and City agree as follows:

Section 1. Incorporation of Facts.

The facts set forth above, in the preamble to this Grant Agreement, are true and correct and incorporated into this Grant Agreement by reference.

Section 2. Purpose.

The purpose of this Grant Agreement is to set forth the various duties, rights and obligations of the parties regarding the City's performance of the Project as a part of City's Transportation Program and the County's grant of a sum of money to be used to reimburse the City for allowable expenses incurred by City in the performance of the Project. City expressly acknowledges that it is the public entity performing the Project

and providing and operating service under its Transportation Program. The City is not and shall not be deemed to be a contractor or subcontractor of County. The City is not a sub-recipient of grant funds from the County and does not "stand in the shoes" of County. The City further acknowledges that it is solely responsible for its Transportation Program and the Project, and all decisions related thereto, and that it is not acting for the benefit of or on behalf of the County.

Section 3. Representatives.

The County's representative and monitor during the performance of this Grant Agreement shall be Tanya N. McConnell, P.E. Deputy County Engineer whose telephone number is (561)684-4010 and whose address is 2300 N. Jog Road, West Palm Beach, Florida 33411. The City's representative and monitor during the performance of this Grant Agreement is Scott Aronson Parking Management Specialist whose telephone number is (561) 243-7196, and whose address is 434 S. Swinton Avenue, Delray Beach, FL 33444.

Section 4. Description of Project and Reimbursable Expenses.

A. The City's existing Transportation Program will be expanded to increase service to Tri-Rail stations and the service will connect, when possible, with Palm Tran fixed route services. The City will provide the vehicle(s) and personnel necessary to effectively operate a local circulator (non-fixed route) or shuttle loop system with expanded service to Tri-Rail stations located within the City's geographic boundaries. The City is utilizing minibuses (such motor vehicles also referred to hereinafter as "shuttle buses") to provide the transportation services. The service will be open to the general public without restriction.

B. The parties acknowledge that the decisions as to the areas within the City to receive service, the route(s), the hours of service, and the motor vehicle requirements will be made by the City, after consultation with Palm Tran, and SFRTA and FDOT, as appropriate. All such decisions must be made in accordance with the public purpose requirements of this Grant Agreement.

C. The County agrees to make available to the City, on a cost reimbursement basis, a grant in the amount of Thirty Thousand Dollars (\$30,000.00) for each year of the term of this Agreement, not to exceed Ninety Thousand Dollars for three (3) years. These funds will be made available to reimburse the City for allowable expenses incurred by the City in the performance of the Project following execution of this Agreement. Allowable expenses shall include the hourly rate of shuttle bus service and each pro rata portion thereof, and any other category of expense directly related to the provision of service which has been approved by County's Contract Monitor, in writing; provided, that, such allowable expenses are a permitted expenditure of gas tax revenues authorized under Chapters 206 and/or 336, F.S., as applicable. The hourly rate of shuttle bus service shall include all costs associated with the provision, maintenance and operation of the shuttle bus (es), including but not limited to all driver/operator expenses.

D. The City shall endeavor to ensure that all areas used by persons to wait for or to board or disembark from the shuttle bus(es) are maintained free of trash, litter, debris and present no impediment or danger to the users of the shuttle bus service.

E. If the City should determine that it no longer desires to provide the services for which the grant funds are made available or should cease such services, then the City shall immediately notify County, in writing, of such determination or cessation of service.

F. The City is responsible for the payment of all costs associated with the implementation of the Project. The City is prohibited from using any funds received from County under this Grant Agreement for any purpose other than that expressly authorized herein.

Section 5. Term.

This Grant Agreement shall be effective retro-active to the commencement of service and shall remain in effect for a period of three (3) years, as long as the City's JPA with FDOT remains in effect, including all extensions thereto, unless this Grant Agreement is earlier terminated as provided herein. The parties acknowledge that the term of JPA currently expires on December 31, 2009, but that FDOT has advised the City's staff that it will seek to extend the term of the JPA to three (3) years. The City has notified the County's Contract Monitor at the addresses set forth in Section 27 of this Agreement that the Program commenced on April 14, 2008.

Section 6. Accessibility and ADA Compliance.

Vehicles used by the City to perform the Project shall be readily accessible to individuals with disabilities, including individuals who use wheelchairs. The City shall insure that the Project, including but not limited to the shuttle service, shuttle bus(es) and all stops or points of embarkment and disembarkment, are accessible to the disabled, and that the service is operated and all vehicles equipped and maintained in conformity with the requirements of the Americans with Disability Act of 1990 (ADA), as amended, and as it may be amended from time to time, and all federal rules and regulations implementing the Act. City shall require any contractor it uses to operate the shuttle service to save, defend, indemnify and hold City and County harmless, to the fullest extent of the law, from any and all liability which may or shall inure to City or County, as a result of a failure to comply with the requirements of the ADA and its implementing rules and regulations, or the requirements of the JPA or this Grant Agreement.

Section 7. Compliance with Rules, Regulations, etc.

A. The City and its contractor(s) shall comply with all laws of the United States and the State of Florida, and all rules and regulations now or hereafter implemented, promulgated or adopted by the U.S. Department of Transportation, FDOT, and any other governmental entity regulating the use, maintenance and operation of the shuttle bus(es) and/or its operators and City's Project and Transportation Program. If required by law, the City shall insure that its contractor(s) have in effect during the term of this Grant Agreement, a system safety plan which shall be fully compliant with Florida law and shall be implemented in accordance with the rules and regulations of the Florida Department of Transportation.

B. The City agrees that the Project will not be performed in violation of any federal, state, county or municipal statute, law, ordinance, rule or regulation applicable to the Project or its Transportation Program.

C. The City further represents and warrants that every shuttle bus will be operated by safe, careful and legally qualified drivers having a proper license. All drivers will have and maintain a commercial driver's license and any other license or certification required by any law, rule or regulation relating, in any manner, to the operation of shuttle buses. The City will insure that the operator of the shuttle bus(es) will develop and implement a drug and alcohol testing program that is fully compliant with all State and Federal laws and the rules, regulations, and policies of the U.S. Department of Transportation and FDOT, if such rules, regulations and policies are applicable to City and the operator of the shuttle bus(es). The parties agree that no liability shall inure to County as a result of any act or omission of the City's and/or its contractor's drivers, operators or employees.

Section 8. Information and Data.

Upon the request of the County, Palm Tran, or the Palm Beach County Metropolitan Planning Organization (MPO), the City will furnish directly or through its contractor, monthly performance reports indicating route mileage, ridership, hours of service, and such other information which County or MPO may request from time to time. The City agrees to cooperate with County or the MPO in any surveys which County or the MPO may undertake to determine the characteristics, patterns or transportation needs of the City. The City also agrees that it will distribute information regarding Palm Tran, the County's fixed route transportation system, the Link, the MPO's community transit programs, including its water taxi projects, and other information relating to coordinated

transit systems in Palm Beach County or within the SFRTA's service area to the City's riders.

Section 9. Marketing of Service.

The City will inform and market the Project and its Transportation Program to the general public and potential users of the service and provide information regarding the coordination of the Project and its Transportation Program with other transportation systems. The City will publish and disseminate schedule information which should, at a minimum, contain a map of the route(s), points of interests, locations where passengers may embark and disembark, connect to other transit systems, and the hours and days of service.

Section 10. Public Purpose and Lawful Use.

If, at any time, the County determines that the Project does not comply with the terms and conditions of this Grant Agreement, or any state, federal, county, or municipal law, regulation or rule, or that any of the funds provided hereunder were used to reimburse expenses that were not reimbursable under this Grant Agreement, or were improperly or unlawfully incurred, or did not constitute a permissible use of gas tax revenues or valid public purpose, as determined in the sole discretion of the County, then the County's obligations hereunder shall immediately cease and City shall immediately return to County all such funds paid to the City.

Section 11. Invoicing and Reimbursement.

A. The County agrees to reimburse City for the allowable expenses identified and described in Section 4 of this Grant Agreement following the City's submittal of an invoice for reimbursement. Invoices shall be submitted for reimbursement on a monthly basis and shall include a reference to this Grant Agreement, describe the nature of the expense, including the days and hours of service, and identify the City's total expenditure and the amount due and payable by County to the City. Invoices shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid contractor invoices and substantiate proof of payment and performance. The City shall certify that the expenditures for which each reimbursement is sought were proper, lawful, and made in accordance with the requirements of this Grant Agreement. The City shall supply any other documentation requested by the County. 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 reimbursement to the City.

B. Invoices received from the City will be reviewed and, as appropriate, approved by the County's Contract Monitor or his designee, indicating that the expenditures have been made in conformity with the requirements of this Grant Agreement. Thereafter, they will be sent to County's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. Unless the term of this Grant Agreement is extended, the City shall submit all invoices for final payment within thirty (30) days of its expiration.

Section 12. Insurance.

A. Unless waived or amended by County's Department of Risk Management, the City shall, at its cost and expense, maintain in full force and effect at all times during the life of this Grant Agreement, insurance coverages, limits, including endorsements, as described herein. The requirement contained herein as to types and limits are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the City under this Grant Agreement.

B. Commercial General Liability. The City will maintain a standard ISO version Commercial General Liability policy form, or its equivalent, at a limit of liability not less than \$500,000.00 Each Occurrence affording coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Independent Contractors, and Contractual Liability. Coverage may not include a Cross Liability Exclusion. The City agrees this coverage shall be provided on a primary basis.

C. **Business Automobile Liability.** The City will maintain a standard ISO version Business Automobile Coverage form, or its equivalent, at a limit of liability not less than \$1,000,000.00 Each Occurrence for the shuttle bus(es). The City shall be responsible for any deductibles, self-insured retention or uncovered losses. The City agrees that this coverage shall be provided on a primary basis.

D. **Additional Insured.** A CA 2048 Designated Insured Endorsement or its equivalent shall be endorsed to the Business Auto Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, and its officers, directors, employees and agents".

E. **Waiver of Subrogation.** The City agrees, as consideration for the grant, to a Waiver of Subrogation for each required policy providing coverage during the life of this Grant Agreement. When required by the insurer or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the City agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis.

F. The City agrees to furnish the County with a certificate of insurance providing clear evidence each required insurance policy contains the minimum limits of coverage, terms and conditions set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the certificate.

G. The City further agrees that it shall include in any third party contract related to the performance of the Project, including but not limited to the provision, operation and maintenance of the shuttle bus(es), the insurance requirements described in this section, and shall require that the insurance requirements become obligations of its contractor(s). Thereafter, if the City's contractor(s) provides and maintains a Business Automobile Liability, satisfying the Additional Insured and Waiver of Subrogation requirements of this section, and if permitted by County's Department of Risk Management, the City shall not be obligated to provide and maintain Business Automobile Liability Insurance in addition to that provided by its third party contractor(s). The City shall insure that any insurance policy obtained by the City's contractor(s) for compliance with this section shall be maintained at all times during the term of this Grant Agreement, and any renewal or extension thereof.

H. City recognizes that it is an independent contractor and not an agent or servant of County or its Board of County Commissioners. In the event a claim or lawsuit is brought against County, its officers, employees, servants or agents, relating to the Program or any item which is the responsibility of City, City hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless County, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of City relating to the obligations of City under this Agreement. City, to the extent permitted by law, agrees to pay all costs, attorney's fees and expenses incurred by County, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of County. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, which are currently \$100,000.00 per person and \$200,000.00 per incident.

Section 13. City's Third Party Contractor's Indemnity Obligations.

The City shall require its contractor(s) to save, defend, indemnify and hold harmless the City and County, and their respective directors, officers, employees, servants or agents from any and all liability which might inure to City or County. The City shall include the following provisions in any such contract with a third party:

1. Contractor agrees to protect, defend, reimburse, save, indemnify and hold the City or County, their successors or assigns, and their respective directors, officers, employees, servants and agents, free and harmless at all times from and against any and all suits, actions, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of its use, possession, operation and maintenance of the shuttle bus(es) or the Project, and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence whether active or passive, of the City or County, to the extent caused by the sole negligence or breach of contract by the City, or anyone acting under the City's or County's direction or control.

2. The contractor further agrees to indemnify, defend, save and hold harmless the City and County, their successors or assigns, and their respective directors, officers, agents, servants and employees, from and against any and all claims, demands or causes of action of whatsoever kind or nature arising out of any conduct or misconduct of the contractor not included in the paragraph above and for which the City or County, or their respective directors, officers, agents, servants or employees are alleged to be liable.

3. Contractor's hold harmless and indemnity obligations described herein shall apply to the fullest extent permitted by law. Contractor's obligations hereunder shall include and encompass any liability which may inure or accrue to the City or County.

4. Any compromise or settlement of any claim or satisfaction of judgment by contractor for itself, City, or County shall not relieve contractor of its obligations to any entity not included within or made a party to such settlement or satisfaction.

Section 14. Prohibition of Discrimination.

The City represents and agrees that neither it nor any third party contractor will discriminate in the performance of this Grant Agreement. The City's actions, as they relate to the performance of the Project, will be undertaken without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, handicap, age, marital status, national origin or ancestry.

Section 15. Termination.

This Grant Agreement may be terminated by either party, with or without cause, upon ten (10) days written notice to the other party. In the event a party has failed to perform, observe, or has breached any provision of this Grant Agreement, the other party may terminate this Grant Agreement immediately upon written notice to the other party.

Section 16. Assignment.

Neither this Grant Agreement, nor any interest herein, shall be assigned, conveyed, transferred or otherwise encumbered, in whole or in part, by the City without the prior written consent of County.

Section 17. Limit of Obligations.

The County's obligations to the City shall be strictly limited to those expressly set forth in this Grant Agreement. The County shall have no obligations to any other entity, contractor, or person who is in anyway associated with or might benefit from the terms of this Grant Agreement.

Section 18. Access to Records.

The City shall maintain and shall require its contractor to maintain, within Palm Beach County, adequate records to justify all expenses and costs incurred in performing the Project for at least three (3) years from the expiration date of this Grant Agreement.

Section 19. Repayment.

The City shall repay the County for all unauthorized, impermissible, illegal or unlawful expenditures for which the City was reimbursed, including those discovered after the expiration or earlier termination of this Grant Agreement. Funds to be repaid to County are to be repaid within ten (10) days of County's demand for repayment by delivering to County's Contract Monitor a certified check for the total amount due and payable. Nothing contained herein shall act as a limitation of the County's right to be repaid, as a waiver of any rights the County had, has, or may have, or shall preclude the County from pursuing any other remedy, whether legal or equitable, which may be available to County.

Section 20. Enforcement Costs.

Any costs or expenses including reasonable attorney's fees associated with the enforcement of this Grant Agreement shall be borne by the respective parties.

Section 21. Agency.

Nothing contained in this Grant Agreement shall create an agency relationship between the County and City or between County and any City contractor.

Section 22. Annual Appropriation.

The County's obligations under this Grant Agreement, including the reimbursement or dispersal of Grant funds, are contingent upon an annual budgetary appropriation by County's Board of County Commissioners for the purposes described in this Grant Agreement.

Section 23. Remedies.

This Grant Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Grant Agreement will be held in Palm Beach County. No remedy conferred herein upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, 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.

Section 24. No Waiver.

No waiver of any provisions of this Grant Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 25. Captions.

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 26. Joint Preparation.

The preparation of this Grant 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.

Section 27. Notice.

All notices required under this Grant Agreement shall be sent by certified mail, return receipt requested to:

AS TO THE COUNTY

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

AS TO THE CITY

City of Delray Beach
Scott Aronson
434 S. Swinton Avenue
Delray Beach, Florida 33444
561-243-7196

Each party may designate another for receipt of notices, and change its address upon notice to the other.

Section 28. Entirety of Contract and Modifications.

The County and City agree that this Grant Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. Except as expressly permitted herein, no modification, amendment or alteration in the terms or conditions of this Grant Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 29. Sovereign Immunity and Beneficiaries.

Nothing contained in this Grant Agreement shall be construed as a waiver of the County's or the City's sovereign immunity as set forth in Section 768.28, Florida Statutes. Moreover, this Grant Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County or City. Nothing herein shall be deemed to constitute an imposition or acceptance by County, of any obligation or liability, not otherwise imposed by the express and unequivocal language of this Grant Agreement.

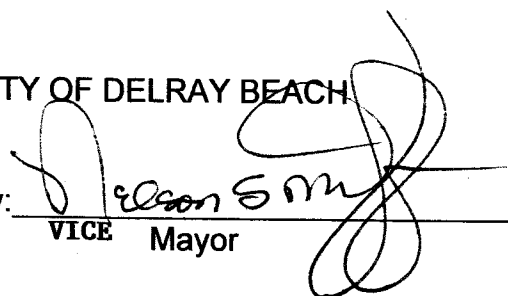
Section 30. Execution.

This document shall be executed in two (2) counterparts, each of which shall be deemed an original.

(Remainder of Page Intentionally Left Blank)

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

CITY OF DELRAY BEACH

By: 
VICE Mayor

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
John F. Koons Chairman

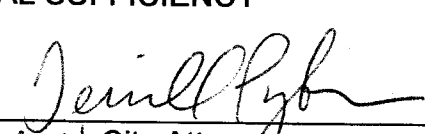
ATTEST:

By: 
City Clerk

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Asst. City Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Date: 2/3/09

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 3/16/09

**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

BGEX 030209-1132

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 03/02/09	REMAINING BALANCE
<u>DELRAY/DOWNTN ROUNDABOUT SHUTTLE-DIST 4</u>								
3500-368-1286-8101	Contributions Othr Govtl Agency	0	0	30,000	0	30,000	0	30,000
<u>RESERVE FOR DISTRICT 4</u>								
3500-368-9114-9907	Res-Future Construction	1,780,852	1,603,571	0	30,000	1,573,571		
				30,000	30,000			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>04/21/09</u>
Engineering & Public Works		<u>3/2/09</u>	
Administration / Budget Approval			
OFMB Department – Posted			Deputy Clerk to the Board of County Commissioners