

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures	\$10,000	-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	\$10,000	-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 1
Prosperity Farms Rd/Burns Rd to Northlake Blvd

C. Departmental Fiscal Review: Adwillhite

III. REVIEW COMMENTS

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

Paul M. Wilson
7/29/09 OFMB
MD 7/28/09 CN 7/28/09

Jim J. Jacobson 7/31/09
Contract Dev. and Control
6 June 27/31/09

This Contract complies with our contract review requirements.

B. Approved as to Form and Legal Sufficiency:

Marlon R. Hill 8/3/09
Assistant County Attorney

C. Other Department Review:

Department Director

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

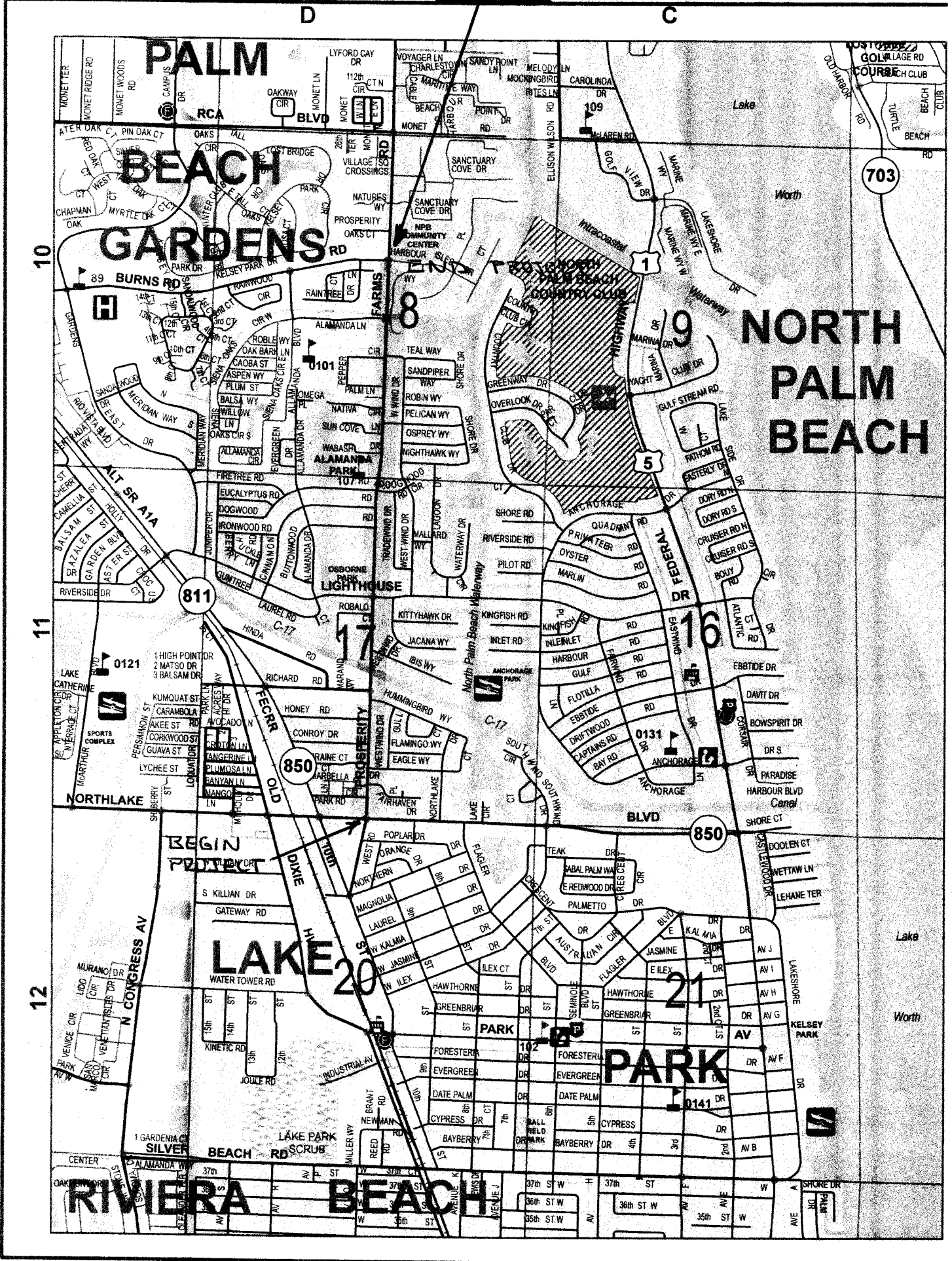
PROJECT LOCATION

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R43

Sec pg 25

R43



T42

T42

T42

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See pg 47

C

Owen Miley

From: Patricia Weaver
Sent: Monday, April 27, 2009 8:24 AM
To: Owen Miley
Cc: Joseph Doucette; Andrew Hertel; Marlene Everitt R.
Subject: Authorization

Commissioner Marcus has authorized the expenditure of \$10,000 to the Village of North Palm Beach to assist toward the Village's maintenance of landscaping on Prosperity Farms Road from Northlake Boulevard north to Burns Road.

Trish Weaver
Administrative Assistant to
Commissioner Karen T. Marcus

1 COUNTY right-of-way and their maintenance in the best interest of the health, safety, and
2 welfare of the public; and

3 **NOW, THEREFORE**, in consideration of the mutual terms, conditions, covenants,
4 promises and agreements hereinafter set forth, the parties agree as follows:

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

6 2. The COUNTY agrees to provide to the VILLAGE reimbursement funding on a
7 one time basis for documented maintenance costs of the IMPROVEMENTS in an amount
8 not to exceed TEN THOUSAND DOLLARS (\$10,000.00).

9 3. The COUNTY agrees to reimburse the VILLAGE the amount
10 established in paragraph 2 for maintenance costs associated with the IMPROVEMENTS,
11 upon the VILLAGE'S submission of acceptable documentation needed to substantiate its
12 cost for maintenance of the IMPROVEMENTS. The COUNTY will use its best efforts to
13 provide said funds to the VILLAGE on a reimbursement basis within forty-five (45) days of
14 receipt of all information required in paragraph 6, below.

15 4. The COUNTY'S obligation is limited to its payment obligation and shall have
16 no obligation to any other person or entity.

17 5. The VILLAGE agrees to assume all responsibility for, bidding, contract
18 preparation, and contract administration necessary for maintaining the IMPROVEMENTS,
19 including payment(s) to contractor(s) pursuant to all applicable governmental laws and
20 regulations.

21 6. Notwithstanding the forgoing the VILLAGE acknowledges ongoing
22 maintenance responsibility for the IMPROVEMENTS under original agreements and
23 amendments dated February 24, 2004, April 5, 2005, July 24, 2007 and March 11, 2008
24 hereinafter "Prior Agreements" and agrees that the reimbursement amount established in
25 paragraph 2 constitutes a one-time contribution for maintenance of the IMPROVEMENTS
26 for a period of one (1) year from the date of execution. Thereafter the VILLAGE shall
27 continue maintenance of the IMPROVEMENTS and budget the funds required to meet its
28 obligations under the Prior Agreements. The VILLAGE further acknowledges that this
29 contribution by the COUNTY does not relieve the VILLAGE of compliance with any of the
30 provisions, covenants, terms and conditions of the Prior Agreements. In the event a conflict

1 arises between this Agreement and the Prior Agreements, except as it pertains to the one-
2 time contribution of \$10,000.00, the Prior Agreements govern.

3 7. The VILLAGE and the COUNTY agree that entering into this Agreement does
4 not constitute a waiver of COUNTY'S ability to enforce obligation set forth in Prior
5 Agreements and that the COUNTY and the VILLAGE acknowledge and affirm that the
6 obligation of the VILLAGE to maintain the IMPROVEMENTS survive and continue in spite
7 of this one time contribution of \$10,000.00.

8 8. The VILLAGE will obtain or provide all labor and materials necessary for
9 maintenance of the IMPROVEMENTS. The VILLAGE shall furnish to the COUNTY'S
10 representative a request for payment supported by the following:

11 A Contract Payment Request Form and a Contractual Services Purchases Schedule
12 Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are
13 required for each and every reimbursement to the VILLAGE. Said information shall list
14 each invoice payable by the VILLAGE and shall include the vendor invoice number, invoice
15 date, and the amount payable by the COUNTY. The VILLAGE shall attach a copy of each
16 vendor invoice paid by the VILLAGE along with a copy of the respective check and shall
17 make reference thereof to the applicable item listed on the Contractual Services Purchases
18 Schedule Form. Further, the VILLAGE'S Financial Officer shall also certify that each
19 invoice listed on the Contractual Services Purchases Schedule Form was paid by the
20 VILLAGE as indicated.

21 9. As it relates to this Agreement, the COUNTY may initiate a financial systems
22 analysis and/or an internal fiscal control evaluation of the VILLAGE by an independent
23 auditing firm employed by the COUNTY or by the County Internal Audit Department at any
24 time the COUNTY deems necessary.

25 10. The VILLAGE shall be solely responsible for obtaining and complying with all
26 necessary permits, approvals and authorizations from any federal, state, regional, county
27 or agencies which are required for the maintenance of the IMPROVEMENTS.

28 11. Each party shall be liable for its own actions and negligence and to the extent
29 permitted by law; the VILLAGE shall indemnify, defend and hold harmless the COUNTY
30 against any actions, claims or damages arising out of the VILLAGE'S negligence in

1 connection with this Agreement or the performance by the VILLAGE as it may relate to this
2 Agreement. The foregoing indemnification shall not constitute a waiver of sovereign
3 immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same
4 be construed to constitute agreement by either party to indemnify the other party for such
5 other party's negligence, willful or intentional acts or omissions or for any amount over the
6 limits set forth in FL Statute 768.28 despite any case law to the contrary.

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

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

1 AS TO THE VILLAGE

2 Village of North Palm Beach
3 Jimmy Knight, Village Manager
4 501 US Highway One
5 North Palm Beach, Florida 33408-4906
6 561-841-3355 Fax 561-881-7469
7

8 20. This Agreement shall be construed and governed by the laws of the State of
9 Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach
10 County. No remedy herein conferred upon any party is intended to be exclusive of any
11 other remedy, and each and every other remedy shall be cumulative and shall be in
12 addition to every other remedy given hereunder or now hereafter existing at law or in equity
13 or by statute or otherwise. No single or partial exercise by any party of any right, power or
14 remedy shall preclude any other or further exercise thereof.

15 21. Any costs or expenses (including reasonable attorney's fees) associated with
16 the enforcement of the terms and conditions of this Agreement shall be borne by the
17 respective parties; provided, however, that this clause pertains only to the parties to the
18 Agreement.

19 22. Except as expressly permitted herein to the contrary, no modification,
20 amendment, or alteration in the terms or conditions contained herein shall be effective
21 unless contained in a written document executed with the same formality and equality of
22 dignity herewith.

23 23. Each party agrees to abide by all laws, orders, rules and regulations and the
24 VILLAGE will comply with all applicable governmental codes during the
25 IMPROVEMENTS.

26 24. The COUNTY shall not be deemed to assume any liability for the negligent
27 or wrongful acts, or omissions of the other party (or parties). Nothing contained herein
28 shall be construed as a waiver, by any of the parties, of the liability limits established in
29 Section 768.28, Florida Statutes.

30 25. Each party shall promptly notify the other of any lawsuit-related complaint,
31 or cause of action threatened or commenced against it which arises out of or relates, in
32 any manner, to the performance of this Agreement.

33 26. The parties expressly covenant and agree that in the event any of the

1 Parties are in default of its obligations under this Agreement, the parties not in default shall
2 provide to the defaulting party thirty (30) days written notice before exercising any of their
3 rights.

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

7 28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in
8 and for Palm Beach County, Florida.

9 29. This Agreement shall take effect upon execution and the effective date shall
10 be the date of execution.

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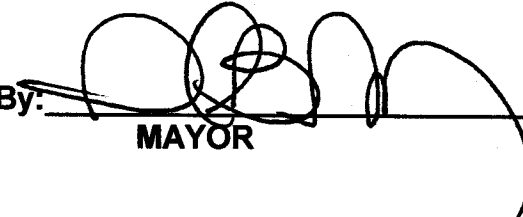
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IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the day first above written.

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

VILLAGE OF NORTH PALM BEACH BY ITS VILLAGE COMMISSION

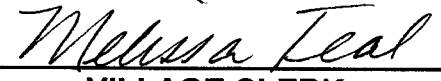
By: _____
JOHN F. KOONS, CHAIRMAN

By: 
MAYOR

(COUNTY SEAL)


(VILLAGE SEAL)

ATTEST:
SHARON R. BOCK, CLERK & COMPTROLLER

ATTEST:
By: 
VILLAGE CLERK


By: _____
DEPUTY CLERK

By: _____
APPROVED AS TO FORM AND LEGAL SUFFICIENCY ASSISTANT COUNTY ATTORNEY

By: 
APPROVED AS TO FORM AND LEGAL SUFFICIENCY VILLAGE ATTORNEY

Date: _____

Date: _____

By: 
APPROVED AS TO TERMS AND CONDITIONS

**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 042809-1640

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/28/09	REMAINING BALANCE
<u>PROSPERITY FARMS RD IMPROVEMENTS</u>								
3500-361-0791-8101	Contributions Othr Govtl Agency	74,461	74,461	10,000	0	84,461	73,721	10,740
<u>RESERVE FOR DISTRICT 1</u>								
3500-368-9111-9907	Res-Future Construction	410,145	22,810	<u>0</u>	<u>10,000</u>	12,810		
				10,000	10,000			

	SIGNATURE	DATE	By Board of County Commissioners
			At Meeting of <u>08/18/09</u>
Engineering & Public Works	<u><i>A. Willhite</i></u>	<u>4/18/09</u>	
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners