

<b>Meeting Date:</b>	<b>September 1, 2009</b>	<b>Consent [ X ]</b>	<b>Regular [ ]</b>
		<b>Public Hearing [ ]</b>	
<b>Submitted By:</b>	<b>Water Utilities Department</b>		
<b>Submitted For:</b>	<b>Water Utilities Department</b>		

Approved By: Sharon B. B. 8/19/09  
Assistant County Administrator Date

## **II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>2013</b>
Capital Expenditures	<u><b>\$101, 000.00</b></u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<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	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(County)					
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b>NET FISCAL IMPACT</b>	<u><b>\$101,000.00</b></u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<b># ADDITIONAL FTE</b>					
<b>POSITIONS</b>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(Cumulative)					

**Budget Account No.:** Fund 3900 Dept 368 Unit 1283 Object 8101

Is Item Included in Current Budget?      Yes X      No

Reporting Category N/A

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

On July 8, 2008 the BCC approved the termination of Interlocal Agreement R2006-1383 in the amount of \$500,000 with City of Pahokee for major road repairs – District 6 and approved the Budget Transfers that redirect funds to the City's Projects. Funds were redirected from the City of Pahokee Water Meter Project – District #6.

C. Department Fiscal Review: Jelena M. West

### III. REVIEW COMMENTS

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

88 8/4/09 OFMB

*Don J. Lawrence*  
Contract Development and Control

### B. Legal Sufficiency:

**This Contract complies with our contract review requirements.**

Assistant County Attorney

**C. Other Department Review:**

Department Director

RESOLUTION 2009 - 61

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF PAHOKEE AND PALM BEACH COUNTY PROVIDING FOR RECEIPT OF \$101,000 FOR THE NEW BILLING SOFTWARE.**

**WHEREAS**, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to to cooperate with other localities on a basis of mutual advantage and thereby providing services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, on July 8, 2008 (County Resolution No. R2008-1151), County previously approved up to \$500,000 in reimbursement to the City related to a certain utility project; and

**WHEREAS**, the county wishes to reimburse the City \$101,000 from the previously approved \$500,000 for the newly implemented billing software.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA that:**

Section 1. The Mayor of the City of Pahokee is hereby authorized and directed to execute the attached Interlocal Agreement with Palm Beach County

PASSED AND ADOPTED this 14<sup>th</sup> day of July, 2009.

ATTESTED:

  
Susan Feltner, CITY CLERK

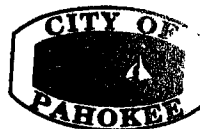
  
Wayne Whitaker, MAYOR

Mayor Whitaker  
Commissioner Babb  
Commissioner Biggs  
Vice Mayor Crawford  
Commissioner Walker

yes  
yes  
yes  
yes  
yes

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

  
Gary M. Brandenburg, CITY ATTORNEY



I hereby certify that this is a true and correct copy of an original document which is on file with the City of Pahokee, Florida.

  
City Clerk

Date 7-16-09

## INTERLOCAL AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Pahokee, a municipality organized under the laws of the State of Florida, hereinafter referred to as "City."

### WITNESSETH

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

**WHEREAS**, on July 8, 2008 (County Resolution No. R2008-1151), County previously approved up to \$500,000 in reimbursement to the City related to a certain City utility project ("Project"); and

**WHEREAS**, the approved reimbursement for the Project was for water meter and service line replacement, supplemental funding for an existing distribution project, consultant fees related to connection to the Lake Region Water Treatment Plant, update of software, and additional infrastructure repair; and

**WHEREAS**, as part of the Project, City expended certain costs for hardware in support of new billing software ("Hardware Costs"); and

**WHEREAS**, City wishes to have the County reimburse a portion of these Hardware Costs; and

**WHEREAS**, County wishes to reimburse the City \$101,000 from the previously approved \$500,000 for these Hardware Costs; and

**WHEREAS**, City and County wish to enter into this Agreement to provide for the reimbursement of the Hardware Costs.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the County and City agree as follows:

1. Recitals. The foregoing statements are true and correct and are incorporated herein as if fully set forth.
2. Term. This Agreement shall commence on the Effective Date and shall continue until all of the obligations of the parties are completed.

3. Effective Date. This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date this Agreement is ratified by the Palm Beach County Board of County Commissioners.
4. Reimbursement by County. County agrees to reimburse City the amount of \$101,000 for the Hardware Costs from the previously approved \$500,000. Attached hereto and incorporated herein as **Exhibit "A"** is an invoice setting forth the amount that the City has expended on Hardware Costs. County and City acknowledge that the City has spent in excess of \$101,000 on Hardware Costs, and that the City is responsible for any Hardware Costs that exceed \$101,000. County shall provide said payment within 30 days of the Effective date of this Agreement.
5. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend, and hold harmless City against any actions, claims, or damages arising out of County's negligence in connection with this Agreement, and City shall indemnify, defend, and hold harmless County against any actions, claims, or damages arising out of City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.
6. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement to provide reimbursement as authorized in Florida Statutes, Chapter 163. The governing bodies for County and City shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits that apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.
7. Force Majeure. In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe, neither party shall be liable for such non-performance.

8. Remedies. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.
9. Successors and Assigns. County and City each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor City shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.
10. Waiver. The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
12. Notice. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to City, shall be mailed or delivered to City at:
- City Manager  
City of Pahokee  
171 North Lake Avenue  
Pahokee, FL 33476
- and if to County, shall be mailed or delivered at:
- Water Utilities Director  
Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
West Palm Beach, FL 33467
13. Filing. This Agreement shall be filed with the Clerk of the Circuit Court in Palm Beach County.

14. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
15. Entirety of Agreement. County and City agree that this Agreement and any Exhibits set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superceded or otherwise altered, except by written instrument executed by the parties.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement.

ATTEST:  
SHARON R. BOCK,  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
Director-Water Utilities

ATTEST:

By:   
City Clerk

CITY OF PAHOKEE

By:   
Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
City Attorney



## Exhibit "A"

## SOFTWARE GRANT

DATE	PURCHASE	AMOUNT	BALANCE
	BEGINNING BALANCE	\$101,000.00	\$101,000.00
5/4/2009	SPRINGBROOK SOFTWARE	✓ \$79,570.00	\$21,430.00
5/15/2009	DELL-SERVER	✓ \$5,718.00	\$15,712.00
5/15/2009	DELL-COMPUTERS	✓ \$3,375.00	\$12,337.00
6/2/2009	NATIONAL BARCODE(CASH DRWS, REC PRINT	✓ \$2,335.41	\$10,001.59
6/23/2009	CENTRO PRINT-ENVELOPES ETC	✓ \$1,895.15	\$8,106.44
	LASER PRINTER FOR BILLS	✓ \$1,213.06	\$6,893.38
	PAPER FOLDER	✓ \$10,725.00	-\$3,831.62
	National Barcode	✓ \$112.62	-\$3,944.24
		\$104,944.24	

*REC*  
7/11/09

*JAM*  
7/11/09

CITY OF PAHOKEE WATER  
AND SEWAGE REVENUE FUND

171 NORTH LAKE AVENUE  
PAHOKEE, FLORIDA 33476  
(561) 924-5534

FIRST COMMUNITY BANK  
OF PALM BEACH COUNTY  
PAHOKEE, FLORIDA

63-367/670

26398

SEVENTY THOUSAND THREE HUNDRED AND 00/100 DOLLARS

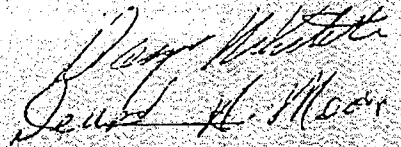
DATE

AMOUNT

05/04/2009 00026398 \*\*\*\*\$70300.00

PAY  
TO THE  
ORDER  
OF

SPRINGBROOK SOFTWARE, INC  
C/O KATE MITROVICH  
111 SW FIFT AVE, SUITE 1850  
PORTLAND, OR 97204



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

026398 0067003671 00001019701

CITY OF PAHOKEE WATER & SEWAGE REVENUE FUND

Vendor: SPRING SPRINGBROOK SOFTWARE, INC

26398  
00026398

Date	Reference	Gross Amount	Discount Taken	Net Amount	1099
05/04/2009	0000001396	70300.00	.00	70300.00	N

00026398 70300.00 .00 70300.00

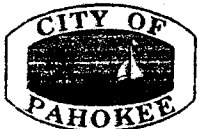
CITY OF PAHOKEE WATER & SEWAGE REVENUE FUND

Vendor: SPRING SPRINGBROOK SOFTWARE, INC

26398  
00026398

Date	Reference	Gross Amount	Discount Taken	Net Amount	1099
05/04/2009	0000001396	70300.00	.00	70300.00	N

00026398 70300.00 .00 70300.00



Finance Department

# City of Pahokee

CITY HALL • 171 N. LAKE AVE. • PAHOKEE, FLORIDA 33476 • PHONE (561) 924-5534 • FAX (561) 924-7301

Wayne Whitaker  
Mayor

Keith W. Babb Jr.  
Vice Mayor

Henry Crawford Jr.  
Commissioner

Allie Biggs  
Commissioner

Diane Walker  
Commissioner

Matthew Brock  
City Manager

Susan Feltner  
City Clerk

Brandenburg &  
Associates, P.A.  
City Attorney

Herbert Crawford,  
Parks and Recreation  
Director

Vacant  
Public Services  
Director

Art Ivester  
Port Mayaca  
Memorial Gardens  
Director

Derrek Moore  
Finance Director

Ted Roberts  
Community  
Development  
Director

March 25, 2009

Marilyn Rementeria, Managing Partner  
Springbrook Software, Inc.,  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204

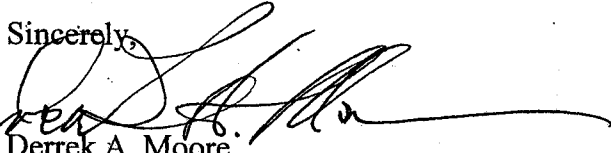
Dear Ms. Rementeria:

Attached you will find two originals of the **Springbrook Software License Agreement** between the City of Pahokee and Springbrook signed by the city officer.

Please return the fully executed agreement at your earliest convenience.

If you have any questions, please do not hesitate to call me at (561) 924-5534.

Sincerely,

  
Derrek A. Moore  
Director of Finance

RESOLUTION No. 2009-19

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT BETWEEN THE CITY OF PAHOKEE AND SPRINGBOOK SOFTWARE INC. FOR THE PURCHASE OF A SOFTWARE PROGRAM FOR THE ENTIRE CITY ACCOUNTING SYSTEM.

WHEREAS, the City is in need of an updated current accounting system; and

WHEREAS, Palm Beach County has agreed to fund the purchase of the Software program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF PAHOKEE, FLORIDA, that:

Section 1. The Commission hereby authorizes and directs the Mayor to execute the attached agreement for purchase and installation of the software program provided by Springbrook Software, Inc.

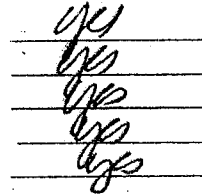
PASSED AND ADOPTED this 24<sup>th</sup> day of March, 2009.

  
WAYNE WHITAKER, MAYOR

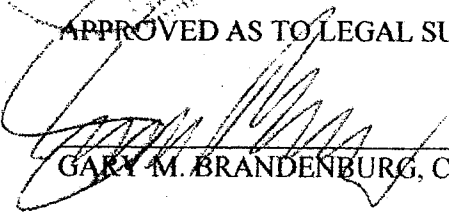


ATTESTED: SUSAN FELTNER, CITY CLERK

MAYOR WHITAKER  
COMMISSIONER BABB  
COMMISSIONER BIGGS  
VICE MAYOR CRAWFORD  
COMMISSIONER WALKER



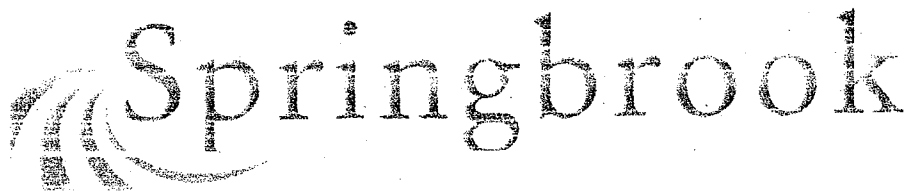
APPROVED AS TO LEGAL SUFFICIENCY

  
GARY M. BRANDENBURG, CITY ATTORNEY



I hereby certify that this is a true and correct copy of an original document which is on file with the City of Pahokee, Florida

 3-25-09  
S. FELTNER, City Clerk Date



SPRINGBROOK SOFTWARE  
SOFTWARE LICENSE AGREEMENT

PARTIES

LICENSOR

Springbrook Software, Inc., an Oregon corporation  
111 SW Fifth Avenue, Suite 2900  
Portland, OR 97204  
Phone: 503.820.2200  
Fax: 503.820.4500  
Email: [sales@sprbrk.com](mailto:sales@sprbrk.com)

LICENSEE

CITY OF PAHOKEE  
171 NORTH LAKE AVENUE  
PAHOKEE, FL 33476  
561-924-5534

AGREEMENT

- I. **Definitions.** As used in this Agreement, including the Attachments hereto, the following terms shall have the following meanings.
- a. **"Initial Installation"** means the first instance of installation or loading of any portion of the Software onto Licensee's computer, network or system, without regard to completion of modifications or other services to be performed under this Agreement.
  - b. **"Licensee Modifications"** means any modification, enhancement or addition to the Software developed by or for Licensor especially for Licensee's use or at Licensee's request.
  - c. **"Licensor Modifications"** means any modification, enhancement or addition to the Software by or for Licensor, other than Licensee Modifications.
  - d. **"Material"** as applied to the Software or an application, shall mean a significant or substantial alteration or effect on the function or output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.
  - e. **"Specifications"** mean the written (both hard copy and electronic text files) description of the functions, capacity, performance and features of the Software as delivered by Licensor to Licensee under this Agreement (including, without limitation, any such description in a response to RFP or RFI delivered by Licensor to Licensee,



in a Licensor product brochure provided by Licensor specific to the Software, or in correspondence from Licensor to Licensee).

- f. "Software" means the version of the Springbrook Software, Inc. software packages, applications and interfaces selected by Licensee, listed on Attachment A (each an "Application"), current at the time of signing this Agreement, and shall include any Licensee Modifications and Licensor Modifications provided by Licensor to Licensee.
  - g. "User Materials" means all written and electronic documentation, manuals and materials provided by Licensor to Licensee for use in connection with the Software.
2. Grant of License. Licensor grants Licensee a non-transferable, non-exclusive license to use the Software and User Materials, on the terms and conditions set forth herein.
- a. Scope of License. Under the License granted herein Licensee may use, copy and distribute the Software (in machine-readable, object code form only) and User Materials to: (i) install, use and execute the Software on computers that Licensee owns or leases for purposes of serving Licensee's internal business needs; (ii) support Licensee's use of the Software under this Agreement; and (iii) transfer or copy the Software from one of Licensee's computers to another, store the Software's machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use, and transmit such instructions or data through Licensee's computers and associated devices.
  - b. License Restrictions. Licensee may only use the Software and User Materials within the limited scope set forth herein. In particular, and without limitation, Licensee agrees that Licensee and Licensee's employees will not: (i) assign, sublicense, transfer, pledge or grant a security interest in, lease, rent or share Licensee's rights under this License Agreement with any third party; (ii) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Software; or (iii) refer to or use any portion of the Software or User Materials as part of any effort to develop any other software program.
  - c. Source Code. Licensor shall house the latest release of the Software with source code with Iron Mountain Intellectual Property Management for release to the then current president of the National User Group for distribution to all National User Group Members in the event of bankruptcy or inability of Licensor to continue providing normal support services to its client base.
3. Ownership; Proprietary Protection. This Agreement does not provide Licensee with title to or ownership of the Software, but only a right of limited use. Licensor shall have sole and exclusive ownership of all right, title and interest in and to the Software and User Materials, all copies thereof, all derivative works, and all related material generated from the Software including material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Licensor or any other party, subject to the rights of Licensee expressly granted herein.

4. **Confidential Information; Non-Disclosure.** Licensee acknowledges that the Software and User Materials, and all underlying ideas, algorithms, concepts, procedures, processes, principles, know-how, and Licensor's methods of business and technical operation (collectively referred to as "Confidential Information") are confidential and contain trade secrets. Licensee shall not use, disclose or cause disclosure of, or distribute any Confidential Information, directly or indirectly, without the prior written consent of Licensor, except that Licensee is authorized to disclose Confidential Information to Licensee's employees or agents as required for Licensee's use of the Software as authorized by this Agreement or as required by Law, which obligation shall survive the termination of this License. Licensee shall indemnify Licensor for damages or costs incurred by Licensor as a result of the unauthorized use, disclosure or distribution of any Confidential Information by Licensee or any of Licensee's employees or agents.
5. **Fees.** The fees payable by Licensee to Licensor under this Agreement shall consist of License Fees (as defined in Attachment A), and additional fees for specific services. If any portion of the Fees is paid through an installment note, any default under the terms of said note will constitute default by Licensee under this Agreement.
  - a. **License Fees.** License fees shall be paid by Licensee solely in consideration of the License granted under this Agreement, and shall be invoiced and payable in the amounts and at the times in accordance with the Schedule of Fees set forth in Attachment A. License Fees are exclusive of Service Fees, and shall not constitute consideration or payment for set-up, implementation management, training and consulting, data conversion, modifications or maintenance.
  - b. **Fees for Services.** Additional fees shall be paid by Licensee in consideration of set-up, implementation management, training and consulting, modifications, and data conversion, and shall be invoiced and payable in the amounts and at the times in accordance with the Schedule of Fees set forth in Attachment A.
  - c. **Maintenance Fees.** Maintenance fees shall be paid by Licensee solely in consideration of those maintenance and support services described in a separate Software Maintenance Agreement between Licensor and Licensee.
  - d. **Taxes.** Licensee is solely responsible for paying sales or use tax directly to the state via a use tax return. Licensee is solely responsible for state or local property or excise taxes associated with licensing, possession, or use of the Software or any associated services. Software will be provided via the Internet – no physical media (including but not limited to CD's, tapes, manuals, etc) will be shipped.
6. **Licensee's Cooperation.** Licensee acknowledges that successful installation, implementation and use of the Software cannot be accomplished by Licensor's efforts alone, and requires substantial effort and cooperation by Licensee personnel capable of properly using the Software. Both Licensor and Licensee shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between Licensor and Licensee will take place between Licensee's project manager and Licensor's project manager.

7. Acceptance Testing Period. Upon completion of implementation of each Application, Licensor shall give written notice to Licensee that installation of the Application at the Initial Installation site(s) is completed, and that Licensee has achieved live status as to the Application (such times also referred to as "go live date(s)" in Licensor's project schedule, as shall be determined by the parties promptly after execution of this agreement). Licensee shall be deemed to have accepted the Application thirty (30) days after Licensor's notice, unless, during that thirty (30) day period (the "Acceptance Testing Period"), the Application fails to perform in accordance with the Specifications in some Material respect attributable to a defect in the Application or an act or omission of Licensor, and, by the end of the Acceptance Period, Licensee gives Licensor written notice of non-acceptance describing the failure in reasonable detail. If Licensee gives a proper notice of non-acceptance to Licensor, then:
- a. Investigation. Licensor shall investigate the reported failure. Licensee shall provide to Licensor reasonably detailed documentation and explanation, together with underlying data, to substantiate the failure and to assist Licensor in its efforts to diagnose, reproduce, and if necessary correct the failure.
  - b. Material Failure Found. If there exists a reproducible Material failure to perform in accordance with the Specifications attributable to a defect in the Application or an act or omission of Licensor, Licensor shall, within thirty (30) days (or such longer period, as may be reasonable under the circumstances) after receipt of Licensee's written notice of non-acceptance, correct the failure so that the Application functions in Material conformity with the Specifications. Upon correcting the failure within such period Licensor shall notify Licensee in writing that the failure has been corrected, and another Acceptance Testing Period shall begin in accordance with this Section 7.
  - c. No Material Failure Found. If there was no reproducible Material failure to perform or the failure to perform was not attributable to a defect in the Application or an act or omission of Licensor, then Licensor shall give written notice to Licensee explaining its determination in reasonable detail, and Licensee shall have thirty (30) days to respond with additional documentation or written explanation regarding the failure. If Licensee provides such response, Licensor shall be afforded thirty (30) days to review the response and, if necessary, attempt to correct the failure. If Licensee does not provide such response within thirty (30) days, then Licensee shall be deemed to have accepted the Application as of the date of Licensor's notice.
8. Term; Default; Opportunity to Cure. This Agreement is effective as of the Effective Date and shall continue until terminated. The License shall terminate upon default, cancellation, repudiation or rejection of this Agreement by either party. A party shall be considered in default only if the party, thirty (30) days after receiving written notice from the other party identifying with reasonable specificity a Material failure to comply with any term or condition contained herein (including without limitation Licensee's failure to pay any fees or charges due under this Agreement or any related Software Maintenance Agreement or service agreement, and Licensor's breach of the limited warranty provided in Section 10), has not cured such failure or breach. Upon termination of the License, Licensee shall return to Licensor the Software together with all copies and merged portions in any form and User Materials and related documentation. In the event of termination other than termination



resulting from a default by Licensor, no License Fees or other Fees then paid or payable shall be waived or refunded, and any License Fees then unpaid shall be immediately payable in full.

9. **Support and Maintenance.** Support and maintenance of the Software is not included in this Agreement or the License Fees or Service Fees paid hereunder, but is purchased through a separate Software Maintenance Agreement.
10. **Limited Warranty.** Licensor warrants that it has title to the Software and that it has full authority to grant this license to Licensee. Licensor also warrants that, as to each Application, for a period of ninety (90) days from the date of Licensee's acceptance of the Application, the Application will function in Material conformity with the Specifications. Licensor makes no warranty regarding the usability or convertibility of any of Licensee's data, the suitability of the Software for Licensee's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Software, or combination of the Software with any other software or computer program or communications device; not expressly authorized by Licensor in writing. Determination of breach of the foregoing limited warranty or default under this Section 10 shall be subject to the notice and cure provisions of Section 8, and upon receipt of written notice of breach of warranty Licensor shall be afforded a period of thirty (30) days to cure the reported Material defect, failure or other breach. Licensee agrees that the foregoing limited warranty is in lieu of all other warranties of Licensor and Licensor disclaims all other warranties, express or implied, including without limitation any implied warranty of merchantability, fitness or adequacy for any particular purpose or use, quality, productiveness or capacity, or that the operation of the Software will be error-free.
11. **Limitation of Remedies and Liability.** The cumulative liability of Licensor to Licensee for all claims relating to the Software and any services rendered hereunder or in any related service or maintenance agreement, arising under or relating to this or any related agreement or warranty (including without limitation the limited warranty provided pursuant to Section 10), or otherwise in contract, tort, strict liability, indemnity or any cause of action whatsoever, shall in all events be limited to the total amount of the Fees paid to Licensor under this Agreement for the relevant Application(s) and related services. In no event shall Licensor be liable for any consequential, indirect, special or incidental damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss), whether arising out of contract, tort, warranty or otherwise, even if Licensor has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability shall apply regardless of the success or effectiveness of other remedies. The Fees herein and terms hereof have been agreed to by Licensor in reliance on the allocation of risk and limitation of liability set forth in Section 10 and this Section 11.
12. **Venue; Governing Law.** Exclusive venue for any dispute between the parties arising out of or relating to this Agreement shall be in the Federal District Court for the District of \_\_\_\_\_, or, if Federal jurisdiction is not available, the state court located in \_\_\_\_\_. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, as such laws apply to a contract made and performed in such state, without regard to conflicts of law provisions.

13. Entire Agreement; Construction; Licensor and Licensee Representations. This Agreement is the complete and exclusive statement of the agreement between Licensor and Licensee and supersedes all prior and contemporaneous negotiations, discussions, proposals and understandings, oral, written or implied, including those involving any agent of either party, relating to the subject matter herein. No representations or statements made by either party or either party's agents not expressly set forth or referenced in the Agreement shall be binding on either party. Rights, obligations and warranties under this Agreement extend to Licensee and Licensor only, and no other person shall be considered a third party beneficiary of this Agreement or be otherwise entitled to any rights or remedies under this Agreement. No provision of this Agreement shall be construed in favor of or against any party because one party or its professional advisors participated in the preparation of this Agreement. Licensee represents and warrants that it possesses sufficient mastery of the principles of accounting to use the Software for its intended purpose, and, accordingly, Licensee acknowledges that it is Licensee's responsibility to: develop and institute the use of manual controls to validate the accuracy of the data generated by the system; review proof lists and reports to validate the accuracy of reports and statements; and verify that a functioning archival system is in place, and that the data base is archived to a removable medium on a daily basis. In the event of a conflict between the Attachments and the main body of this Agreement, the main body of this Agreement shall control.
14. Modification; No Waiver. The terms of this Agreement may only be modified, expanded or added to by a written agreement executed by the parties. No oral communication between the parties or their agents before or after execution of this Agreement shall be binding upon either party unless the parties expressly agree in writing to the terms of such communication. No waiver by either party of any breach of any term or condition hereof shall be effective or enforceable unless made in writing signed by the party, and no waiver shall be interpreted as a continuing waiver or a waiver of any future obligation.
15. Attorneys Fees. If any suit, action, or other proceeding shall be instituted relating to any term or condition of this Agreement or relating to any of the rights, duties, or obligations arising under it, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay to the prevailing party, whether or not the matter proceeds to final judgment or decree, in addition to costs and disbursements allowed by law, such sum as the trial and each appellate court may adjudge reasonable as an attorney's fee in such suit, action, or other proceeding, and in any appeal thereof including. Such sum shall include an amount estimated by the court as the reasonable costs and fees to be incurred by the prevailing party in collecting any monetary judgment or award or otherwise enforcing each order, judgment, or decree entered in such suit, action, or other proceeding.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed in duplicate by its duly authorized officer or representative.

LICENSOR

By:

Name: Marily Rementeria

Signature: Marily Rementeria

Title: Managing Partner

Date: March 26, 2009

LICENSEE

By:

Name: WAYNE WHITAKER

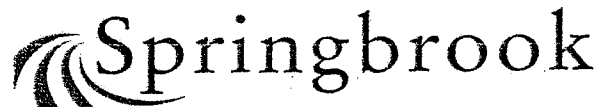
Signature: Wayne Whitaker

Title: Mayor, City of Pahrump

Date: March 25, 2009

## ATTACHMENT A: SCHEDULE OF FEES

Attachment A contains the price quote issued to Licensee showing the applications and services being licensed and/or purchased, the fees therefore, and the current fees for other services, and a schedule of payment terms. By signing this agreement, Licensee is agreeing to the Schedule of Fees for the duration of the implementation.



### V7 Investment Pricing Proposal for Pahokee, FL

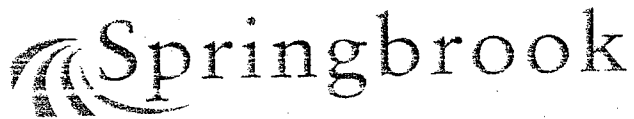
Application/Products	Application License Fees	Training & Consulting	Implementation Management
Finance Suite (GL, AP, ACH, Bank Rec)	\$7,000	\$5,600	\$1,600
Extended Budgeting & Forecasting	Included	\$800	\$400
Financial Reporting	Included	\$3,200	\$800
AP Electronic Check Signature	\$400		
Purchase Orders	\$3,500	\$800	\$400
Work Flow Processing Set-up		\$800	\$800
Project/Grant Accounting	\$5,000	\$2,400	\$800
Fixed Assets	\$4,000	\$800	\$400
Central Cash Management/Point Of Sale	\$4,000	\$800	\$400
Utility Billing Suite	\$6,500	\$12,000	\$3,200
Service Order Request Management	Included		
Meter Inventory and History	Included		
Standard Meter Reading Interface	\$3,000	\$400	\$400
Hosted Web UB Payments & Inquiry	\$1,150	\$1,800	\$2,400
Business Process Study			\$5,000
Document Attachment & Cataloging	Included		
Integrated Report Archival	Included		
<b>Total</b>	<b>\$34,550</b>	<b>\$29,400</b>	<b>\$16,600</b>
Application Server Tier for MS-SQL	\$6,000		
Access Agents	\$1,750		
Conversion	\$12,000		
<b>Total Other</b>	<b>\$19,750</b>		
PBC Water Authority Discount *	-\$20,730		
<b>Total Estimated Project Costs</b>	<b>\$79,570</b>		

Prices valid for 90 days

**Pricing is based on standard contract - deviation from standard contract terms may result in modified prices.**

**Training and BPS Estimates do not include travel time or expenses.**

**Additional work flow set-ups, if requested, are billed at \$150/hr**



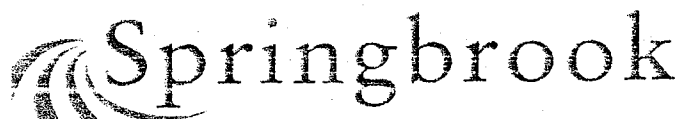
## Additional Pricing Proposal for Pahokee, FL

Application/Products	Application License Fees	Training & Consulting	Implementation Management
On-line Requisitions	N/C	\$800	\$800
Miscellaneous Accounts Receivable	\$4,000	\$800	\$400
Licenses and Permits	\$5,000	\$2,400	\$1,200
ADP Interface	\$1,500		
AP Vendor Conversion			\$2,400
POS Credit Card Payments	\$1,500	\$400	\$400
Business Process Study			\$1,600
Subtotal Additional Applications/Services	\$12,000	\$4,400	\$6,800
Discount	-\$5,400		
Discount - ADP Interface	-\$1,500		
Total	\$16,300		

Prices valid for 360 days

1st yr Maintenance on above items	\$2,730
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2009 Payment (does not include maint.)	\$0
2010 Payment (does not include maint.)	\$8,150
2011 Payment (does not include maint.)	\$8,150



## Conversion Estimate for Pahokee, FL

Application to be converted	Conversion Estimates
Chart of Accounts	\$2,400
GL Transaction Balances*	\$2,400
Accounts Payable Vendor Master	*
Utility Billing Masters -Customers	\$2,400
Utility Billing Financial History	\$2,400
Utility Billing Meter History	\$2,400
Total Estimated Conversion Costs	\$12,000

\* See Additional Pricing Proposal

\* Note: Conversion to include chart of accounts, the current year's budget, current YTD balance (as of a specific date designated by the client), and previous year's ending balance.

### Cost of Data Conversion:

An estimated cost of your data conversion has been provided in this quote. This estimate is for up to three separate data pulls for UB, one for Finance and Payroll. We will need to review an actual sample of your data to confirm this estimate. Certain factors may cause the cost to exceed the amount quoted. See section below titled "Not Included in Estimate".

### Not Included in Estimate:

There are a variety of factors that can influence the cost of a conversion and a variety of items that are not included in the standard cost estimate for your conversion. For example, your estimate will not include the following:

- Removal of data from your existing system
- Consulting on removal of data from your existing system
- Changes or modifications requested after the first conversion and different from the specifications we originally received.
- Changes in the format we receive the data in after the first conversion
- More than three conversions in UB or more than one conversion for Finance and Payroll

### Cost Factors:

In addition, the following items can increase the cost of your conversion:

- Mixed formats of data (a file containing tab delimited or comma delimited format)
- Problems with data integrity
- Data manipulation not for the purpose of the conversion, but for the purpose of supplying you with information you did not previously have access to.
- Changes in the file format after the first conversion
- Changes requested to the data after the second conversion
- No file or incorrect file layouts

No cost of fees in excess of those set forth in the Schedule of Fees will be incurred by the Licensee without prior acceptance of Licensee as indicated on a signed work order

## A.2. STANDARD FEE PAYMENT SCHEDULE

Springbrook License Fees	100% (\$34,550) due at contract signing
Application Server Fees:	100% (\$7,750) due at contract signing (10-SQL named clients - Customer to purchase SQL for server) (100-Casual users)
Consulting and Training: (Does not include expenses; A.3 and A.4 for details)	50% (\$14,700) due at contract signing 50% (\$14,700) due at completion of Consulting, Training
Implementation Management:	50% (\$13,300) due at contract signing 50% (\$13,300) due at project completion (Licensee achieves Live Status, per Application)
Licensee Enhancements:	50% (\$) due when/if requested and approved 50% (\$) due upon completion of each Modification
Data Conversion(s):	50% (\$6,000) due at contract signing 50% (\$6,000) due at completion and acceptance, per application

Files to be converted: (See previous page)

(Conversions performed on a best effort basis – some clean up of inaccurate or inconsistent data from existing system may be required by the Licensee's staff.)

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Total Due at Contract Signing:	\$70,300
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### A.3. EXPLANATION OF FEE SCHEDULE ITEMS FOR SERVICES

#### A.3.1 Software Maintenance.

Maintenance and support of the Software is not provided under this Software License Agreement, but under a separate Software Maintenance Agreement between Licensor and Licensee. In the event of a conflict between this "Explanation" of software maintenance and the Software Maintenance Agreement, the Software Maintenance Agreement shall prevail. First year maintenance is based on 22% of the retail value of the application software and 25% of the then current retail value of the database manager. Maintenance on the Springbrook applications is provided by Springbrook Software and includes telephone and Internet support, as well as enhancements to the version purchased. Maintenance on the database manager included with this Agreement is provided by Springbrook software and includes telephone and Internet support, as well as updates to the database as provided by Progress.

#### A.3.2 Implementation Management.

Implementation Management Services. Implementation Management Services are vital to a successful implementation, and are considered consulting rather than training. An IM Specialist is assigned to manage your implementation, managing your workload, checklists, task lists and keeping you apprised of the status of your project. This involves on-going telephone and conference calls as well as written documentation. Implementation planning is generally conducted prior to signing contracts. The cost of this line item in your quote may have changed up or down from your original quote as a result of completing the BPS (see below) depending on the complexity of your implementation (will you be using the system(s) and Application(s) as they are provided, will you be implementing all the features contained in the Application(s), will modifications be required, etc. – note: these conditions may also affect the training estimate listed in this quote).

Business Process Study (BPS). Every agency is unique in the way it conducts business. In addition, other factors need to be considered, such as what, if any, interfaces need to be written to connect Springbrook to vendors' applications, what unique reporting requirements you may have, what type of forms you require, etc. During the BPS we consult with your staff on the best way to set up the new system to meet your organization's requirements. In summary, we help you maximize the benefits while minimizing any misunderstandings about the functionality or implementation of your new software. This service (with the exception of travel expenses for an on-site BPS) is included in your implementation management services in this contract. Based on the BPS we provide a written document outlining our findings for your review and approval.

#### A.3.3 Consulting and Training Services.

The amounts listed in this quote do not include travel time or expenses. In addition, all out of pocket travel-related expenses will be billed (this will be invoiced at current IRS per diem rules for your area on all applicable items, including car rental, hotel expense, airfare, mileage, taxis, parking, toll fares and meals). Variables that could cause the need for *additional* training include, without limitation: employees at your organization that are unfamiliar with their job responsibilities; users who are unfamiliar with Windows; multiple users who need to be trained at separate times and/or locations; or turnover in application software personnel during the implementation period.



Training fees will be payable by Licensee whether or not application software personnel are made available for training, and failure to complete required training could result in increased Maintenance Fees. Licensee shall provide users of the Software with Springbrook certified Software training; a System Malfunction, failure or error caused by an untrained user shall not be the responsibility of the Licensor.

#### A.3.4 Modifications.

Modifications are made on a bid basis, based on Springbrook's current Service Fee schedule. All Modifications and custom programming will be made pursuant to work orders approved in advance by you. These include any and all fees for modifications requested and outlined in the BPS findings, as well as future Modifications requested during and after the project is completed. In order to keep the implementation schedule on track, no modifications other than those outlined during the BPS process will be made to the Software until the base system is installed (and all License Fees have been paid), unless those modifications are essential to your ability to go live on the application(s). No fees for Software modifications shall be billed to you until Springbrook has received a signed bid for such modifications.

#### A.3.5 Communication Requirements.

Telephone/Modem Support. – Licensee shall provide and maintain a telephone line for speaking with the licensor's support staff. Licensee shall provide the ability and security permissions to access the licensor's Internet web site for a minimum of one computer with Springbrook Software installed. Licensee must also provide and maintain remote access for the licensor's support staff to the computer or computers which serve the Springbrook Software database and disseminate the Springbrook Software application. This remote access must be made available through either an Internet connection of 128 kilobytes per second or greater, or a modem and a telephone line for the modem's use. This remote access also requires that the Licensee offer the licensor's support staff access through one of the products listed by the licensor. These currently include: Symantec PCAnywhere, Citrix GoToMyPC, Microsoft Terminal Services, and Citrix Metaframe. VPN connections are currently supported using the Microsoft client included in Windows 2000 and Windows XP, as well as the Cisco System VPN Client.

CITY OF PAHOKEE  
171 NORTH LAKE AVENUE  
PAHOKEE, FLORIDA 33476  
(561) 924-5534

FIRST COMMUNITY BANK  
OF PALM BEACH COUNTY  
PAHOKEE, FLORIDA

49000

63-367/670

NINE THOUSAND NINETY-THREE AND 00/100 DOLLARS

DATE

AMOUNT

06/17/2009 00049000 \*\*\*\*\*\$9093.00

PAY  
TO THE  
ORDER  
OF:

DELL MARKETING LP  
C/O DELL USA LP  
P O BOX 534118  
ATLANTA, GA 30353 4118

*David H. Moore*

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈049000⑈ ⑆067003671⑆ 00001005701⑈

CITY OF PAHOKEE

49000

Date	Vendor: DELL	DELL MARKETING LP	Reference	Gross Amount	Discount Taken	Net Amount	1099
05/21/2009			XD7JN1K46	5718.00	.00	5718.00	N
05/21/2009			XD7KJ41W9	3375.00	.00	3375.00	N

06/17/2009	00049000	9093.00	.00	9093.00
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CITY OF PAHOKEE

49000

Date	Vendor: DELL	DELL MARKETING LP	Reference	Gross Amount	Discount Taken	Net Amount	1099
05/21/2009			XD7JN1K46	5718.00	.00	5718.00	N
05/21/2009			XD7KJ41W9	3375.00	.00	3375.00	N

06/17/2009	00049000	9093.00	.00	9093.00
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FID Number: 74-2616805  
Sales Rep: MARKE D WEBB  
For Sales: (800)981-3355  
Sales Fax: (800)433-9527  
For Customer Service: (800)981-3355  
For Technical Support: (800)981-3355  
Dell Online: <http://www.dell.com>

Customer Number: 006008524  
Purchase Order: 2486  
Order Number: 746505787  
Order Date: 05/15/09

Invoice Number: XD7JN1K46

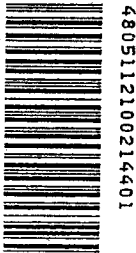
Invoice Date: 05/21/09  
Payment Terms: NET DUE 30 DAYS  
Due Date: 06/20/09  
Shipped Via: FEDEX GROUND  
Waybill Number: 157397186107478

SOLD TO:  
#BWNHKPV  
#0060 0852 48#

ACCOUNTS PAYABLE

CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

SHIP TO:  
ANDREW DENTON  
CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	223-6139	Quad Core Xeon X3363 Processor 2x6M Cache, 2.83GHz, 1333MHz FSB for PowerEdge T300	EA	5,130.00	5,130.00
1	1	311-6420	4GB 667MHz (2X2GB), Dual Ranked DIMMs	EA	0.00	0.00
1	1	310-8360	Keyboard, USB, Black	EA	0.00	0.00
1	1	310-9638	Optical Mouse, Two Buttons USB, Black	EA	0.00	0.00
1	1	320-8083	Dell E170S, 17 Inch Flat Panel, 17.0 Inch Viewable Image Size, OptiPlex, Precision Latitude and Enterprise	EA	0.00	0.00
1	1	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	EA	0.00	0.00
1	1	341-6373	Internal 1.44MB 3.5 inch Floppy Disk Drive	EA	0.00	0.00
1	1	421-0041	Windows Server 2003, Standard Edition, Includes 5 CALs, 2008 Media	EA	0.00	0.00
1	1	430-2008	On-Board Dual Gigabit Network Adapter	EA	0.00	0.00
1	1	341-7119	RD1000, Internal SATA Drive Bay	EA	0.00	0.00
1	1	313-6120	48x CDRW/DVD Drive, Internal SATA	EA	0.00	0.00
1	1	330-0317	Electronic Documentation and OpenManage CD Kit, PowerEdge T300	EA	0.00	0.00
1	1	341-6085	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive	EA	0.00	0.00
1	1	420-2958	Yosemite Backup Enhanced Pro Suite	EA	0.00	0.00
1	1	341-6352	Add-in SAS6iR RAID Controller (SATA/SAS Controller) which supports 2 Hard Drives -RAID 1	EA	0.00	0.00
1	1	330-0314	Chassis with Cabled Hard Drive and Non-Redundant Power Supply for PowerEdge T300	EA	0.00	0.00

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

Ship. &/or Handling	\$ 0.00
Subtotal	\$ 5,718.00
Taxable:	Tax:
\$ 0.00	\$ 0.00
ENVIRO FEE	\$ 0.00
Invoice Total	\$ 5,718.00



FID Number: 74-2616805  
Sales Rep: MARKE D WEBB  
For Sales: (800)981-3355  
Sales Fax: (800)433-9527  
For Customer Service: (800)981-3355  
For Technical Support: (800)981-3355  
Dell Online: <http://www.dell.com>

Customer Number: 006008524  
Purchase Order: 2486  
Order Number: 746505787  
Order Date: 05/15/09

Invoice Number: **XD7JN1K46**  
Invoice Date: 05/21/09  
Payment Terms: NET DUE 30 DAYS  
Due Date: 06/20/09  
Shipped Via: FEDEX GROUND  
Waybill Number: 157397186107478

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SOLD TO:

ACCOUNTS PAYABLE

CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

SHIP TO:

ANDREW DENTON  
CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

PLEASE REVIEW IMPORTANT TERMS &amp; CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
1	1	310-8509	Power Cord, NEMA 5-15P to C14, 15 amp, wall plug, 10 feet / 3 meter	EA	0.00	0.00
1	1	420-5696	Microsoft SQL Server 2005 Workgroup, OEM, Includes 5 CALs, NFI, With Media	EA	0.00	0.00
1	1	987-5012	*ProSupport for IT: 7x24 HW / S W Tech Support and Assistance for Certified IT Staff, 3 Year	EA	0.00	0.00
1	1	989-3439	*Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-800-945-3355	EA	0.00	0.00
1	1	990-1817	*Dell Hardware Limited Warranty Plus On Site Service Initial Year	EA	0.00	0.00
1	1	990-1818	*Dell Hardware Limited Warranty Plus On Site Service Extended Year	EA	0.00	0.00
1	1	990-1878	*MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year	EA	0.00	0.00
1	1	987-9240	*Mission Critical Package: 4-Hour 7x24 On-Site Service with E mergency Dispatch, Initial Year	EA	0.00	0.00
1	1	987-4822	*Mission Critical Package: 4-Hour 7x24 On-Site Service with E mergency Dispatch, 2 Year Extended	EA	0.00	0.00
1	1	990-0760	*Certified data destruction service on hard drives, 1 Year	EA	0.00	0.00
1	1	900-9997	*On-Site Installation Declined	EA	0.00	0.00
1	1	341-4751	QTY 1, Removable HD Cartridge for RD1000 Drive, 160GB native/320GB compressed	EA	289.00	289.00
1	1	310-5681	Uninterruptable Power Supply 750V, 120V Stand Alone Adapter 66PN4K1	EA	299.00	299.00
System Service Tags						



FID Number: 74-2616805  
Sales Rep: MARKE D WEBB  
For Sales: (800)981-3355  
Sales Fax: (800)433-9527  
For Customer Service: (800)981-3355  
For Technical Support: (800)981-3355  
Dell Online: <http://www.dell.com>

Customer Number: 006008524  
Purchase Order: 2486  
Order Number: 746505654  
Order Date: 05/15/09

Invoice Number: XD7KJ41W9  
Invoice Date: 05/21/09  
Payment Terms: NET DUE 30 DAYS  
Due Date: 06/20/09  
Shipped Via: FEDEX GROUND  
Waybill Number: 134619856859814



SOLD TO:  
#BVVNHKPV  
#0060 0852 48#

ACCOUNTS PAYABLE

CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

SHIP TO:  
ANDREW DENTON  
CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476



PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
3	3	224-0473	Opti 360, Desktop Base	EA	1,125.00	3,375.00
3	3	317-0138	OPTI 360, DUAL CORE E5300/2.6GHZ,2M,800	EA	0.00	0.00
3	3	311-7422	2.0GB,Non-ECC,800MHz DDR2 2x1GB,OptiPlex 330	EA	0.00	0.00
3	3	330-1987	Dell USB Keyboard,No Hot Keys English,Black,Optiplex	EA	0.00	0.00
3	3	320-7686	Dell UltraSharp 1908FP Flat Panel,Black,w/Height Adjustable Stand,19.0 Inch VISOptiPlex,Precision and Latitud	EA	0.00	0.00
3	3	320-5766	Integrated Video,GMA3100,Dell OptiPlex 330	EA	0.00	0.00
3	3	341-2961	80GB SATA, 7200 RPM Hard Drive with Data Burst Cache,Dell OptiPlex 745 and 330	EA	0.00	0.00
3	3	341-3838	No Floppy Drive with Optical Filler Panel,Dell OptiPlex 320 and 330 Desktop	EA	0.00	0.00
3	3	420-9570	Windows XP PRO SP3 with Windows Vista Business License English,Dell Optiplex	EA	0.00	0.00
3	3	310-9162	Vista Basic Downgrade Relationship Desktop	EA	0.00	0.00
3	3	330-2733	Dell USB 2 Button Optical Mouse with Scroll,Black OptiPlex	EA	0.00	0.00
3	3	313-5560	V.92, PCI, Data/Fax Modem,Low Profile, OptiPlex 7320 Desktop	EA	0.00	0.00
3	3	313-5550	48X32 CDRW/DVD Combo,Dell OptiPlex Desktop or Minitower	EA	0.00	0.00
3	3	421-0536	Cyberlink Power DVD 8.2,with Media, Dell Relationship LOB	EA	0.00	0.00
3	3	330-2080	Opti 360 Heat Sink, Desktop	EA	0.00	0.00
3	3	313-3351	Internal Chassis Speaker Option,Dell OptiPlex Desktop	EA	0.00	0.00
3	3	330-2078	OptiPlex 360 Desktop Chassis with Standard Power Supply	EA	0.00	0.00

OR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$25 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE, ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

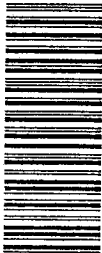
Ship. &/or Handling	\$	0.00
Subtotal	\$	3,375.00
Taxable:	Tax:	
\$ 0.00	\$	0.00
ENVIRO FEE	\$	0.00
Invoice Total	\$	3,375.00



FID Number: 74-2616805  
Sales Rep: MARKE D WEBB  
For Sales: (800)981-3355  
Sales Fax: (800)433-9527  
For Customer Service: (800)981-3355  
For Technical Support: (800)981-3355  
Dell Online: <http://www.dell.com>

Customer Number: 006008524  
Purchase Order: 2486  
Order Number: 746505654  
Order Date: 05/15/09

Invoice Number: **XD7KJ41W9**  
Invoice Date: 05/21/09  
Payment Terms: NET DUE 30 DAYS  
Due Date: 06/20/09  
Shipped Via: FEDEX GROUND  
Waybill Number: 134619856859814



4805112200298202

SOLD TO:

ACCOUNTS PAYABLE

CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

SHIP TO:

ANDREW DENTON  
CITY OF PAHOKEE  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

PLEASE REVIEW IMPORTANT TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS INVOICE

Order	Shipped	Item Number	Description	Unit	Unit Price	Amount
3	3	330-1710	Documentation,English,Dell OptiPlex	EA	0.00	0.00
3	3	330-1711	Power Cord,125V,2M,C13,Dell OptiPlex	EA	0.00	0.00
3	3	310-9504	Dell Energy Smart Power Management Settings Enabled OptiPlex	EA	0.00	0.00
3	3	330-3686	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex	EA	0.00	0.00
3	3	330-1187	Shipping Material for System Neo Desktop,Dell OptiPlex Desktop	EA	0.00	0.00
3	3	410-1862	Adobe Acrobat 9.0 English and French,BND,Dell OptiPlex Precision,and Latitude	EA	0.00	0.00
3	3	420-6713	Microsoft Office Small Business Edition for Latitude, OptiPlex, Precision	EA	0.00	0.00
3	3	990-7672	*Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended	EA	0.00	0.00
3	3	990-9710	*Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year	EA	0.00	0.00
3	3	992-1818	*Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)	EA	0.00	0.00
3	3	992-1817	*Dell Hardware Limited Warranty Plus Onsite Service Initial Year	EA	0.00	0.00
System Service Tags			7BRX4J1, 7BRY4J1, 7BRX5J1			

PURCHASE ORDER  
P.O. Number 0000002486 Page 1

City of Pahokee  
171 North Lake Ave

PAHOKEE, FL 33476  
Phone 561 924-5534  
Fax -

Order Date 05/15/2009  
Ordered By NP  
Terms Net 30  
FOB  
Ship Via

Vendor: DELL  
DELL MARKETING LP  
C/O DELL USA LP  
P O BOX 534118  
ATLANTA GA 30353 4118  
Phone -  
Fax -

Ship To:  
FINANCE  
D. MOORE

=====					
Item No.					
Line	Item Description	Unit Price	Units	Qty Ordered	Qty Received Qty Open
=====					
0001	DELL POWEREDGE T300 SERVER	5718.0000	1.000	1.000	1.000
	001.1301.5640115 Capital Outlay - Software				
0002	DELL OPTIPLEX 360 DESKTOP COMPUTERS	1125.0000	3.000	3.000	3.000
	001.1301.5640115 Capital Outlay - Software				

Order Notes:

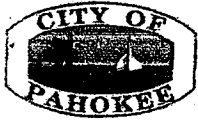
*Software Grant  
from County*  
*Ch*

Order Total  
9093.00

*Yolani Salas*  
Authorized Signature

*J. A. Man*  
Authorized Signature





## Purchase Requisition

Date: May 15, 2009

Dept: Finance

Vendor: Dell

Address:

Phone:

Account No: 001.1301.5640115

Requisitioner	Shipped Via	F.O.B Point	Terms
Andrew Denton			

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Dell PowerEdge T300 Server	\$5,718.00	\$5,718.00
3		Dell OptiPlex 360 Desktop Computers	\$1,125.00	\$3,375.00
			Subtotal	\$9,093.00
			Shipping & Handling	
			Other	
			Total	

Andrew Denton

Requested By

Date: May 15, 2009

Stephen Conner 5/15/09

Authorized By

Date: May 15, 2009



USA   
State & Local Government

[Premier Login](#)

[Frequently Asked Questions](#)

[Customer Service](#)

Order Date: 05/15/2009  
Dell Purchase ID: 2000455366169  
[What is Dell Purchase ID?](#)  
Customer Number: 6008524  
PO Number: 2486

## Order Confirmed

Your purchase is being processed and will be completed when payment is approved.

**What's Next?** When your order ships, we will send an email with an estimated delivery date and a link to tracking information. Multiple items may ship separately and at different times. For answers to Frequently Asked Questions, [click here](#)

Please save this email and check your inbox regularly for updates.

### Estimated Delivery Date [Learn More](#)

You can check the progress of your order at any time by clicking on the Order Number(s) below

Order Number	Product Description	Estimated Delivery Date
<a href="#">746505654</a>	Opti 360, Desktop Base	06/02/2009
<a href="#">746505787</a>	Quad Core Xeon X3363 Processor 2x6M Cache, 2.83GHz, 1333MHz FSB for PowerEdge T300	06/12/2009

### Payment Information

**Contact:** Andrew Denton  
City of Pahokee  
**Phone Number:** (561) 924-5534 x 21 (work)  
**Address:** 171 North Lake Ave  
Pahokee, FL 33476  
**Payment Method:** Credit Terms

**Total Amount:** \$9,093.00

### Delivery Information

**Contact:** Andrew Denton  
City of Pahokee  
**Phone Number:** (561) 924-5534 x 21 (work)  
**Address:** 171 North Lake Ave  
Pahokee, FL 33476  
**Delivery Method:** 3-5 Day Delivery - Standard Delivery.  
Your order will be delivered up to 3-5 business days after it ships, pending carrier cutoff times. The [Estimated Delivery Date](#) is shown above.

### Order Detail

Order Number: [746505654](#)

Estimated Delivery Date : 06/02/2009

Item Number	Quantity	Item Description
224-0473	3	Opti 360, Desktop Base
317-0138	3	OPTI 360, DUAL CORE E5300/2.6GHZ, 2M, 800

330-1987	3	Dell USB Keyboard, No Hot Keys English, Black, Optiplex
320-7686	3	Dell UltraSharp 1908FP Flat Panel, Black w/Height Adjustable Stand, 19.0 Inch VISOptiPlex, Precision and Latitude
320-5766	3	Integrated Video, GMA3100, Dell OptiPlex 330
341-2961	3	80GB SATA, 7200 RPM Hard Drive with Data Burst Cache, Dell OptiPlex 745 and 330
341-3838	3	No Floppy Drive with Optical Filler Panel, Dell OptiPlex 320 and 330 Desktop
420-9570	3	Windows XP PRO SP3 with Windows Vista Business License English, Dell Optiplex
310-9162	3	Vista Basic Downgrade Relationship Desktop
330-2733	3	Dell USB 2 Button Optical Mouse with Scroll, Black OptiPlex
313-5560	3	V.92, PCI, Data/Fax Modem, Low Profile, OptiPlex 7320 Desktop
313-5550	3	48X32 CDRW/DVD Combo, Dell OptiPlex Desktop or Minitor
421-0536	3	Cyberlink Power DVD 8.2, with Media, Dell Relationship LOB
330-2080	3	Opti 360 Heat Sink, Desktop
313-3351	3	Internal Chassis Speaker Option, Dell OptiPlex Desktop
330-2078	3	OptiPlex 360 Desktop Chassis with Standard Power Supply
330-1710	3	Documentation, English, Dell OptiPlex
330-1711	3	Power Cord, 125V, 2M, C13, Dell OptiPlex
310-9504	3	Dell Energy Smart Power Management Settings Enabled OptiPlex
330-3686	3	Resource DVD contains Diagnostics and Drivers for Dell OptiPlex
330-1187	3	Shipping Material for System Neo Desktop, Dell OptiPlex Desktop
410-1862	3	Adobe Acrobat 9.0 English and French, BND, Dell OptiPlex Precision, and Latitude
420-6713	3	Microsoft Office Small Business Edition for Latitude, OptiPlex, Precision
990-7672	3	Basic Support: Next Business Day Parts and Labor Onsite Response 2 Year Extended
990-9710	3	Basic Support: Next Business Day Parts and Labor Onsite Response Initial Year
992-1818	3	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s)
992-1817	3	Dell Hardware Limited Warranty Plus Onsite Service Initial Year

Product Subtotal: \$3,375.00

Shipping and Handling: \$0.00

Tax: \$0.00

Product Total: \$3,375.00

Order Number: 746505787

Estimated Delivery Date : 06/12/2009

Item Number	Quantity	Item Description
223-6139	1	Quad Core Xeon X3363 Processor 2x6M Cache, 2.83GHz, 1333MHz FSB for PowerEdge T300
311-6420	1	4GB 667MHz (2X2GB), Dual Ranked DIMMs
310-8360	1	Keyboard, USB, Black
310-9638	1	Optical Mouse, Two Buttons USB, Black
320-8083	1	Dell E170S, 17 Inch Flat Panel, 17.0 Inch Viewable

Drive		
341-6373	1	Internal 1.44MB 3.5 inch Floppy Disk Drive
421-0041	1	Windows Server 2003, Standard Edition, Includes 5 CALs, 2008Media
430-2008	1	On-Board Dual Gigabit Network Adapter
341-7119	1	RD1000, Internal SATA Drive Bay
313-6120	1	48x CDRW/DVD Drive, Internal SATA
330-0317	1	Electronic Documentation and OpenManage CD Kit, PowerEdge T300
341-6085	1	250GB 7.2k RPM Serial ATA 3Gbps 3.5-in Cabled Hard Drive
420-2958	1	Yosemite Backup Enhanced Pro Suite
341-6352	1	Add-in SAS6iR RAID Controller (SATA/SAS Controller) which supports 2 Hard Drives -RAID 1
330-0314	1	Chassis with Cabled Hard Driveand Non-Redundant Power Supplyfor PowerEdge T300
310-8509	1	Power Cord, NEMA 5-15P to C14, 15 amp, wall plug, 10 feet / 3 meter
420-5696	1	Microsoft SQL Server 2005 Workgroup, OEM, Includes 5 CALs, NFI, With Media
987-5012	1	ProSupport for IT: 7x24 HW / SW Tech Support and Assistance for Certified IT Staff, 3 Year
989-3439	1	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-800-945-3355
990-1817	1	Dell Hardware Limited Warranty Plus On Site Service Initial Year
990-1818	1	Dell Hardware Limited Warranty Plus On Site Service Extended Year
990-1878	1	MISSION CRITICAL PACKAGE: Enhanced Services, 3 Year
987-9240	1	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year
987-4822	1	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended
990-0760	1	Certified data destruction service on hard drives, 1 Year
900-9997	1	On-Site Installation Declined
341-4751	1	QTY 1, Removable HD Cartridge for RD1000 Drive, 160GB native/320GB compressed
310-5681	1	Uninterruptable Power Supply 750V, 120V Stand Alone Adapter
Product Subtotal:		\$5,718.00
Shipping and Handling:		\$0.00
Tax:		\$0.00
Product Total:		\$5,718.00
Order Subtotal:		\$9,093.00
Shipping and Handling Total:		\$0.00
Tax Total:		\$0.00
Total Amount:		\$9,093.00

#### Important Things to Know:

- If your order contains downloadable software, you will receive an e-mail shortly with a link to click for instructions to begin the download process.
- If you paid by credit card, the amount has been submitted to the card issuer(s) and your card(s) will be charged when your order ships.

Dell reserves the right to cancel any orders arising from pricing or other errors.

arbitration provision.

- If your order includes a service contract, please visit our [Service Contracts](#) website for details about your contract.
- Learn more about the [Estimated Delivery Date](#)

**Thanks again for choosing Dell!**

---

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PO Box 186 • Bend, OR 97709-0186  
 541 / 382-3534 • 541 / 385-3225 fax  
 toll free 888 / 828 / 1999  
 www.centroprintsolutions.com

## INVOICE

INVOICE DATE	INVOICE NUMBER
07/02/09	187770

S623

Page: 1

Client ID:



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 City of Pahokee  
 171 North Lake Avenue  
 Pahokee FL 33476

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 Stephanie Corinthian  
 City of Pahokee  
 171 North Lake Avenue  
 Pahokee FL 33476

YOUR ORDER NO.	SALESPERSON	OUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS
2573	Rick	145656	06/26/2009	FED EX Ground	1% 10 NET 30
QTY SHIPPED	FORM NO.	DESCRIPTION	UNIT PRICE	UNIT	EXTENDED PRICE
12,500	ENV-01	#10 Window Envelope Design Time	39.60	M/1000	495.00
		A discount of \$5.40 can be taken if paid by 07/12/09			45.00
Please pay from invoice - statement issued only on request. Past due amounts are subject to a SERVICE CHARGE of 2% PER MONTH (minimum \$1.00) which is an ANNUAL PERCENTAGE RATE of 24% MANUFACTURING CUSTOMS ALLOW UNDERRUNS OR OVERRUNS OF UP TO 10% OF AMOUNT ORDERED *EXCLUSION OF WARRANTIES: The parties agree that the implied warranties of MERCHANTABILITY and fitness for a particular purpose and all other warranties, express or implied, are EXCLUDED from this transaction and shall not apply to the goods sold.			SUB-TOTAL	SALES TAX	SHIPPING CHARGES
			540.00	0.00	77.05
			617.05		
			INVOICE TOTAL		



PO Box 186 • Bend, OR 97709-0186  
 541 / 382-3534 • 541 / 385-3225 fax  
 toll free 888 / 828 / 1999  
 www.centroprintsolutions.com

## INVOICE

INVOICE DATE	INVOICE NUMBER
06/29/09	187741

S623

Page: 1

Client ID:

S  
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City of Pahokee  
 171 North Lake Avenue  
 Pahokee FL 33476

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Stephanie Corinthian  
 City of Pahokee  
 171 North Lake Avenue  
 Pahokee FL 33476



YOUR ORDER NO.	SALESPERSON	OUR ORDER NO.	DATE SHIPPED	SHIPPED VIA	TERMS
2573	Rick	145687	06/25/2009	UPS Ground	1% 10 NET 30
QTY SHIPPED	FORM NO.	DESCRIPTION	UNIT PRICE	UNIT	EXTENDED PRICE
1,000	DH-01	Door Hanger - Blue	30.00	PK/50	600.00
A discount of \$6.00 can be taken if paid by 07/09/09					
Please pay from invoice - statement issued only on request. Past due amounts are subject to a SERVICE CHARGE of 2% PER MONTH (minimum \$1.00) which is an ANNUAL PERCENTAGE RATE of 24% MANUFACTURING CUSTOMS ALLOW UNDERRUNS OR OVERRUNS OF UP TO 10% OF AMOUNT ORDERED *EXCLUSION OF WARRANTIES: The parties agree that the implied warranties of MERCHANTABILITY and fitness for a particular purpose and all other warranties, express or implied, are EXCLUDED from this transaction and shall not apply to the goods sold.			SUB-TOTAL	SALES TAX	SHIPPING CHARGES
			600.00	0.00	0.00
					600.00
INVOICE TOTAL					



PO Box 186 • Bend, OR 97709-0186  
541 / 382-3534 • 541 / 385-3225 fax  
toll free 888 / 828 / 1999  
www.centroprintsolutions.com

INVOICE

INVOICE DATE	INVOICE NUMBER
07/02/09	187769

S623

Page: 1

Client ID:



City of Pahokee  
171 North Lake Avenue  
Pahokee FL 33476

Stephanie Corinthian  
City of Pahokee  
171 North Lake Avenue  
Pahokee FL 33476

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YOUR ORDER NO. 2573	SALESPERSON Rick	OUR ORDER NO. 145659	DATE SHIPPED 07/01/2009	SHIPPED VIA FED EX Ground		TERMS 1% 10 NET 30	
QTY SHIPPED 12,000	FORM NO. UB-01	DESCRIPTION Utility Bill - Laser Springbrook Fix Logo/Cust.Alterations  A discount of \$5.98 can be taken if paid by 07/12/09			UNIT PRICE 40.00	UNIT M/1000	EXTENDED PRICE 480.00  118.00
Please pay from invoice - statement issued only on request. Past due amounts are subject to a SERVICE CHARGE of 2% PER MONTH (minimum \$1.00) which is an ANNUAL PERCENTAGE RATE of 24% MANUFACTURING CUSTOMS ALLOW UNDERRUNS OR OVERRUNS OF UP TO 10% OF AMOUNT ORDERED *EXCLUSION OF WARRANTIES: The parties agree that the implied warranties of MERCHANTABILITY and fitness for a particular purpose and all other warranties, express or implied, are EXCLUDED from this transaction and shall not apply to the goods sold.				SUB-TOTAL 598.00	SALES TAX 0.00	SHIPPING CHARGES 80.10	678.10
INVOICE TOTAL							



City of Pahokee  
171 North Lake Ave

PAHOKEE, FL 33476  
Phone 561 924-5534  
Fax -

Order Date 06/23/2009  
Ordered By LRC  
Terms Net 30  
FOB  
Ship Via

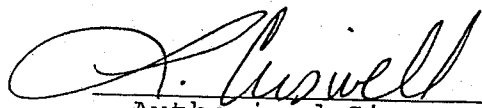
Vendor: CENTRO  
CENTRO PRINT SOLUTIONS  
62915 NE 18TH STREET  
SUITE 2  
BEND OR 97701  
Phone 888 828-1999  
Fax 541 385-3225

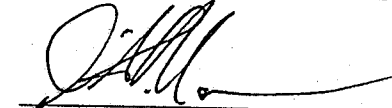
Ship To:  
S. CORINTHIAN  
UTILITY BILLING

Line	Item No. Item Description	Unit Price	Units	Qty Ordered	Qty Received Qty Open
0001	DH-01 DOOR HANGERS 001.1301.5640115 Capital Outlay - Software	30.0000		20.000	20.000
0002	UB-01 UTILITY BILLS 001.1301.5640115 Capital Outlay - Software	40.0000		12.000	12.000
0003	ARTWORK 001.1301.5640115 Capital Outlay - Software	80.0000		1.000	1.000
0004	ENV-01-#10 ENVELOPES 001.1301.5640115 Capital Outlay - Software	39.6000		12.500	12.500
0005	FREIGHT 001.1301.5640115 Capital Outlay - Software	75.0000		1.000	1.000

Order Notes:  
GRANT FROM PBC WATER UTILITIES

Order Total  
1730.00

  
Authorized Signature

  
Authorized Signature

Date 6/24/09  
Time 16.21.28  
Page 1  
BLK140

Blanks/USA

Packing List

ORDER NO. 318460

SOLD TO: 3 5745100  
CENTRO INFORMATION SYSTEM  
692915 NE 18 ST STE 2  
PO BOX 186 RICK  
BEND, OR 97709

SHIP TO: 3  
CITY OF PAHOKEE  
171 N. LAKE AVE PO 2573  
STEPHANIE CORINTHIAN  
PAHOKEE, FL 33476

Request Ship  
Date Via  
6/24/09 UPS REG GROUND

Cust P.O. Sales Rep  
145687 TAH

Qty	Product	Description
Ship	Item No./UPC Cd	
20	LDH305T6RB 708081118347	LASER DOORHANGER 3UP 65# TIMBERLINE ROBIN EGG BLUE 50 SHEETS



P.O. Box 37600 Philadelphia, PA 19101-0600  
Customer Service: 1-800-789-8965  
www.quillpreferred.com

0:  
Order Date : 07/09/2009  
Ship Date : 07/09/2009  
InvoiceDate : 07/09/2009  
TIN : 36-2952904

Sold To:  
City Of Pahokee  
  
171 N Lake Ave  
Pahokee FL 33476-1861

Ship To:  
City Of Pahokee  
  
171 N Lake Ave  
Pahokee FL 33476

Customer PO : water billing p      Order# : 16231510      Invoice# : 7887004      Account# : C2242010

Item Number	Description	Color	Qty shipped	Price/UM	Extended
902-P3005X	Hp laserjet p3005X printer		1	\$999.98/each	\$999.98

Remember you can check your order status & tracking, print invoices and more in the Manage My Account section on Quill.com.

Stretch your dollar further with our hot July offers.  
Go to [Quill.com/bestdeals](http://Quill.com/bestdeals) and see more than 350 products on sale!

Go paperless! Get email alerts when you have new invoices.  
To get started, just go to quill.com, click on the "My Account" link,  
then the account alert link.  
To help apply your payment properly, remember to include your **account #**  
on your check and remit your payment to the address shown below.

Mdse Total: \$999.98  
Tax: \$0.00  
Freight: Free

Amount Due: \$999.98  
Due Date: 08/08/2009

Customer is responsible for collection fees, court costs and reasonable attorney fees to collect unpaid accounts

Payment Coupon: Please detach and enclose this portion with your payment. Please do not staple. Thank You.

Account Number: C2242010  
City Of Pahokee



Invoice Number: 7887004  
Invoice Date: 07/09/2009  
Amount Due: \$999.98  
Payable in U.S. Dollars

Payable to:  
Quill Corporation  
P.O.Box 37600  
Philadelphia, PA 19101-0600

MC ☐ Visa ☐ Amex ☐ Disc ☐

Credit Card Number

Exp Date ( Mo/Yr )

00110000000078870040002242010510000000999985

Place an "X" above \_\_\_\_\_ if you include any comments, suggestions and/or address changes on the back of this payment slip.



P.O. Box 37600 Philadelphia, PA 19101-0600  
Customer Service: 1-800-789-8965  
www.quillpreferred.com

0:  
Order Date : 07/09/2009  
Ship Date : 07/09/2009  
InvoiceDate : 07/09/2009  
TIN : 36-2952904

Sold To:  
City Of Pahokee  
  
171 N Lake Ave  
Pahokee FL 33476-1861

Ship To:  
City Of Pahokee  
  
171 N Lake Ave  
Pahokee FL 33476

Customer PO : water billing p      Order# : 16231401      Invoice# : 7906216      Account# : C2242010

Item Number	Description	Color	Qty shipped	Price/UM	Extended
902-P3005X	Hp laserjet p3005X printer		0	\$0.00/	\$0.00
	*The item above will be shipped and billed separately*				
902-Q7551X	Hp q7551X bk print cartridge	Black	1	\$215.09/each	\$215.09
902-7-10010	Quill 10Ft usb cable a/b	Silvr	1	\$17.99/each	\$17.99
999-20REBATE	\$20 manufacturers coupon		1	\$0.00/each	\$0.00

Remember you can check your order status & tracking, print invoices and more in the Manage My Account section on Quill.com.

Stretch your dollar further with our hot July offers.  
Go to [Quill.com/bestdeals](http://Quill.com/bestdeals) and see more than 350 products on sale!

Go paperless! Get email alerts when you have new invoices.  
To get started, just go to quill.com, click on the "My Account" link, then the account alert link.  
To help apply your payment properly, remember to include your account # on your check and remit your payment to the address shown below.

Mdse Total:	\$233.08
Tax:	\$0.00
Freight:	Free
Credits/Manufacturer:	\$20.00
Amount Due:	\$213.08
Due Date:	08/08/2009

Customer is responsible for collection fees, court costs and reasonable attorney fees to collect unpaid accounts

Payment Coupon: Please detach and enclose this portion with your payment. Please do not staple. Thank You.

Account Number: C2242010  
City Of Pahokee



Invoice Number: 7906216  
Invoice Date: 07/09/2009  
Amount Due: \$213.08  
Payable in U.S. Dollars

Payable to:  
  
Quill Corporation  
P.O.Box 37600  
Philadelphia, PA 19101-0600

MC    Visa    Amex    Disc    /

Credit Card Number

Exp Date ( Mo/Yr )

001100000000790621600022420105100000000213086

Place an "X" above \_\_\_\_\_ if you include any comments, suggestions and/or address changes on the back of this payment slip.

The PaperFolder Co.  
7340 Park Lake Drive  
Dexter, MI 48130  
(800) 520-6008  
www.paperfolder.com

**Invoice**

Invoice # 21213  
Date 7/3/09

**Sold to:**

CITY OF PAHOKEE  
LEANNE CRISWELL  
171 NORTH LAKE AVE.  
PAHOKEE, FL 33476

**Ship to:**

CITY OF PAHOKEE  
S. MARSH-CORINTHIAN  
UTILITY BILLING  
171 NORTH LAKE AVE.  
PAHOKEE, FL 33476

**P.O. #**

Qty	Product	Unit Price	Ext. Price
1	Formax 6202 Basic 2 Folder Inserter	10,395.00	10,395.00
1	Freight	330.00	330.00

Tracking #: Truck  
Check on your shipment at  
baxworld.com, ups.com or fedex.com

Net 10,725.00  
Handling  
Subtotal 10,725.00  
Tax  
Shipping  
Total 10,725.00  
Deposit  
Due 10,725.00

**Due upon installation**



PLEASE REMIT TO:  
PO Box 0776  
Chicago, IL 60690-0776  
(800) 351-9962

## INVOICE

INVOICE - 243707  
PAGE - 1 of 1  
DATE - 07/10/09

ACCOUNT NO: 282446

CITY OF PAHOKEE  
S. CORINTHIAN / 0000002520  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

SHIP TO:

CITY OF PAHOKEE  
S. CORINTHIAN / 0000002520  
171 NORTH LAKE AVE  
PAHOKEE, FL 33476

Purchase Order	0000002624	Ship Via	O/N 1030AM	Payment Terms	NET 30
Web Ref No.		Ship Date	07/10/09	Invoice Due	08/09/09
Order No.	449356	F.O.B.	FACTORY	Sales Rep	KEVIN HAYMAN (AM)

Item Number	Item Description	Quantity	Unit Price	Extension
PCI1PECP	StarTech.com PCI Parallel Adapter Card Close 1PORT DB25 PAR PCI EPP/ECP/SPP/BPP WIN/LINUX/DOS 1 x 25-pin DB-25 Female IEEE 1284 Parallel - PCI 2.2	2	30.00	60.00

Subtotal	60.00
Sales Tax	0.00
Freight	52.62
Total Due	\$ 112.62

ALL RETURNS MUST BE REQUESTED WITHIN 10 DAYS OF RECEIPT. SEE WEBSITE FOR TERMS AND CONDITIONS.

Phone (800) 351-9962 Fax (312) 212-1800 [www.barcodesinc.com](http://www.barcodesinc.com)

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MC/A 7-0

R-2008-1151

Meeting Date: July 8, 2008

☒ 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) termination of Interlocal Agreement R2006-1383 in the amount of \$500,000 with the City of Pahokee (City) for major road repairs-District 6; and.
- B) a Budget Transfer of \$500,000 in the Transportation Improvement Fund from City of Pahokee Major Road Repairs-District 6 to Orange Boulevard Phase I – 140<sup>th</sup> Avenue to 130<sup>th</sup> Avenue North; and.
- C) a Budget Transfer of \$500,000 in the Capital Outlay Fund from Orange Boulevard Phase I – 140<sup>th</sup> Avenue to 130<sup>th</sup> Avenue North to City of Pahokee Potable Water Distribution Improvements Project-District 6.

**SUMMARY:** Approval of the termination of Interlocal Agreement R2006-1383 and approval of the Budget Transfers will redirect funds to the City's Project. The project includes meter and service line replacement, supplemental funding for an existing distribution project and consultant fees related to connection to the Lake Region Water Plant. All work will be completed by Palm Beach County Water Utilities Department.

District 6 (MRE)

**Background and Justification:** The City requests that Palm Beach County redirect funds from their major road repair project to the City's Project. The project includes the purchase of additional water meters, update of software, and additional infrastructure repair. All work will be completed by Palm Beach County Water Utilities Department. The District 6 Commissioner has agreed to the redirection of the monies. The District 6 Commissioner believes this will serve the public's best interest.

**Attachments:**

- 1. Location Map
- 2. Project Authorization
- 3. Agreement R2006-1383
- 3. Budget Transfers

Recommended by: \_\_\_\_\_

Division Director

Date

Approved by: \_\_\_\_\_

*A. T. Webb*

County Engineer

6/11/08

Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$500,000</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>
NET FISCAL IMPACT	<u>\$500,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

# 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  
City of Pahokee Major Road Repairs-Dist 6  
Orange Blvd PH I/140th Ave to 130th Ave N

Capital Outlay Fund  
Orange Blvd PH I/140th Ave to 130th Ave N  
City of Pahokee Potable Water Distribution Imp-Dist 6

C. Departmental Fiscal Review: R.D. Wall 5/20/08

## III. REVIEW COMMENTS

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

A. Willhite 6-16-08  
OFMB  
SJ 6/16/08 CN 6/16/08

Dr. J. Jacob 6/17/08  
Contract Dev. and Control  
6/17/08

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

Marlene R. Little 6/23/08  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



135

R36  
PP

R37  
OO

10

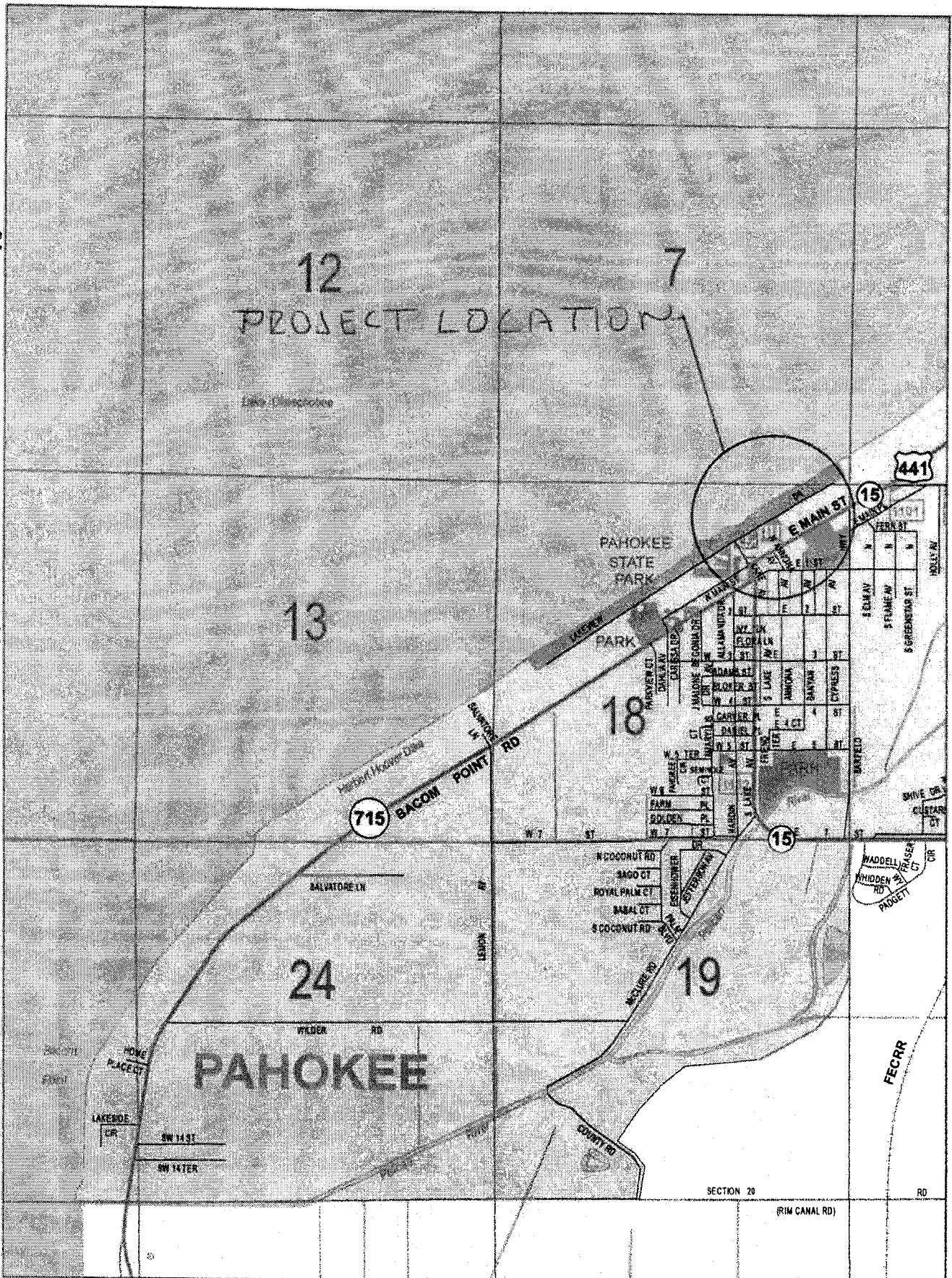
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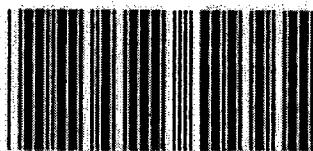
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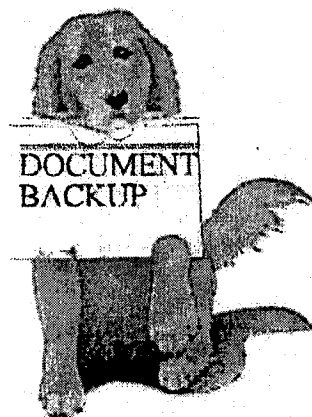


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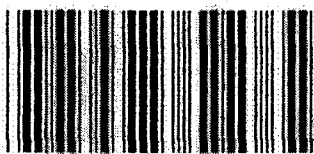


**R-2008-1151**

**Has been assigned without  
documentation. See AIS for  
support.**

**Terminates # R-2006-1383**

**Document Type**



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**Budget Transfer**

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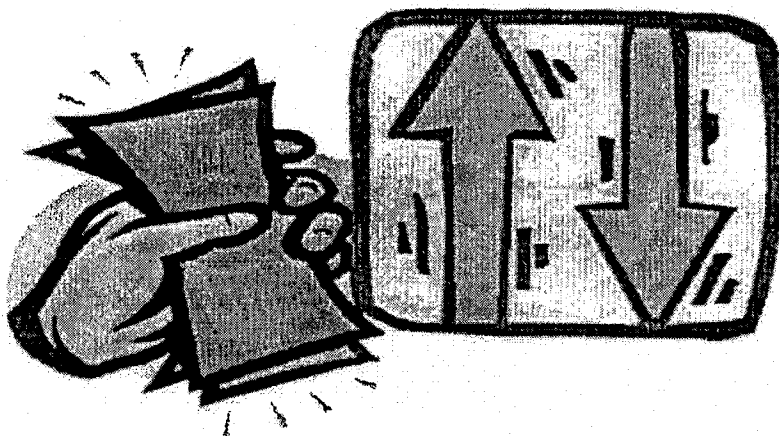


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2008

1065Page 1 of 1

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

BGEX 051408-2743

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
<b>ORANGE BLVD PH 1/140<sup>TH</sup> AVE TO 130<sup>TH</sup> AVE N</b>								
3500-364-M117-6551	Road & Street Improvements	0	100,000	500,000	0	600,000	0	600,000
<b>CITY OF PAHOKEE MAJOR ROAD REPAIRS-DIST 6</b>								
3500-368-1217-8101	Contributions Othr Govtl Agcy	705,430	705,430	0	500,000	205,430	205,430	0
				500,000	500,000			

SIGNATURE

DATE

 By Board of County Commissioners  
 At Meeting of 07/08/08

3

Engineering &amp; Public Works

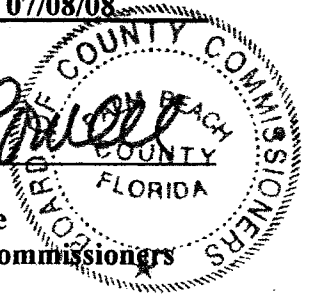
R. D. Ward6/27/08

C

Administration / Budget Approval

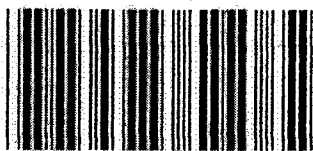
atwillhite6-16-08

OFMB Department - Posted

SN  
6/16/08
 Deputy Clerk to the  
 Board of County Commissioners


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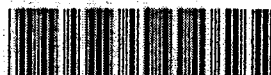
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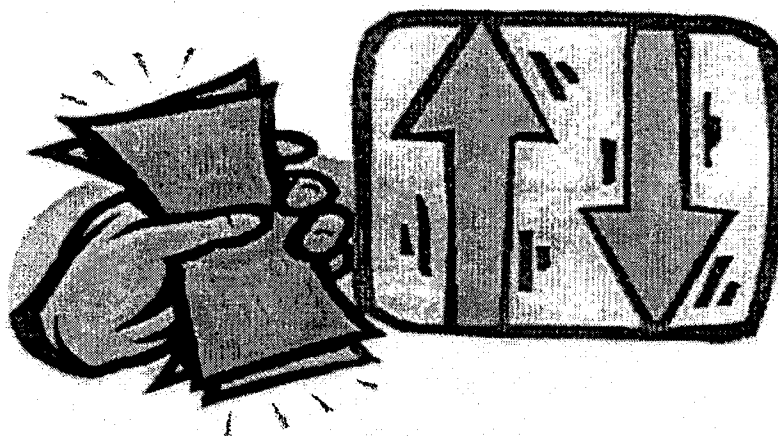


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2008

1066Page 1 of 1

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

FUND Capital Outlay

BGEX 051408-2744

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
<b>CITY OF PAHOKEE WATER METER PROJECT-DIST 6</b>								
3900-368-1283-8101	Contributions Othr Govtl Agency	0	0	500,000	0	500,000	0	500,000
<b>ORANGE BLVD PH I/140<sup>TH</sup> AVE TO 130<sup>TH</sup> AVE N</b>								
3900-364-M117-6551	Road & Street Improvements	1,029,435	929,435	0	500,000	429,435		
				500,000	500,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 07/08/08

Engineering &amp; Public Works

Administration / Budget Approval

FMB Department - Posted

R-D Wanel

Atwellhite

6/2/08

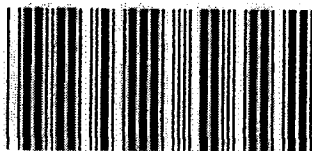
6-16-08

5/6/14/08

Deputy Clerk to the  
Board of County Commissioners



# Document Type



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## Agenda Item Backup

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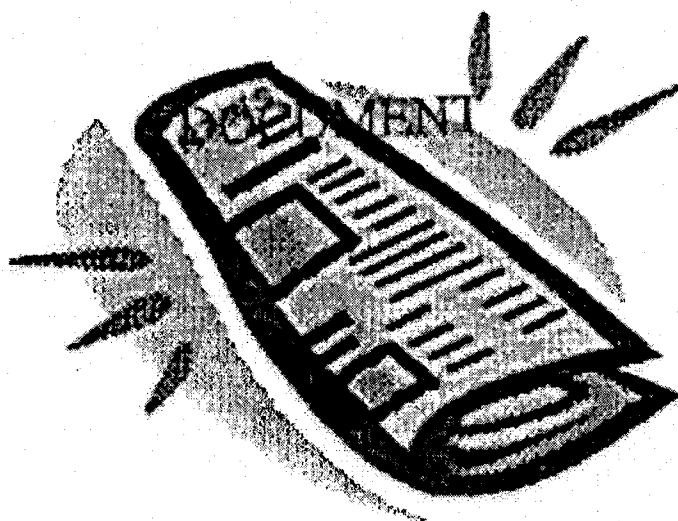


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**From:** Cyndy Verner  
**To:** Owen Miley, Shannon LaRocque  
**Date:** 5/5/2008 4:27:46 PM  
**Subject:** Redirection of \$500,000 District 6 Funds for Water Meter Project - City of Pahokee

In reference to your e-mail last week regarding the City of Pahokee's request to redirect \$500,000 District 6 funds for their water meter project, I spoke to Commissioner Santamaria regarding same. He has no problem with the City's request and you are authorized to process the necessary budget transfers.

Thanks.

Cyndy Verner  
Senior Administrative Assistant to  
Jess R. Santamaria  
County Commissioner  
District 6  
(561) 355-6300

INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
THE CITY OF PAHOKEE  
FOR STREET IMPROVEMENTS TO  
25 CITY OWNED ROADS

R2006-1383

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day  
of AUG 15 2006 by and between **PALM BEACH COUNTY**, a political subdivision of the  
State of Florida, hereinafter referred to as "**COUNTY**" and **THE CITY OF PAHOKEE**, a  
municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

**WITNESSETH:**

**WHEREAS**, the **CITY** is undertaking improvements to Rim Canal Rd., McClure  
Rd., Amaryllis Ave., Palm Blvd., Begonia Dr., E. 2<sup>nd</sup>, 3<sup>rd</sup>. & 4<sup>th</sup> St., W. 4<sup>th</sup> St., Booker Pl.,  
Adams Pl., Carver Pl., Daniel Pl., W. 5<sup>th</sup> Terr., Seminole Ct., Main Pl., W. Main St., SW  
14<sup>th</sup> St. & Terr., E. 7<sup>th</sup> Ave., Apple Dr., Shive Dr., Custard Ct., Glades Citizens Villas and  
Sugar Rd., within the **CITY** limits hereinafter referred to as "**IMPROVEMENTS**"; and

**WHEREAS**, the **IMPROVEMENTS** consists of resurfacing of these **CITY** roads;  
and

**WHEREAS**, the **COUNTY** believes that the construction of the **IMPROVEMENTS**  
serves a public purpose in the enhancement of **CITY** roads and wish to support the  
**IMPROVEMENTS** by providing supplemental reimbursement funding for the  
documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIVE**  
**HUNDRED THOUSAND DOLLARS (\$500,000.00)**; and

**WHEREAS**, after construction of the **IMPROVEMENTS**, the **CITY** will be  
responsible for the subsequent maintenance of the **IMPROVEMENTS**.

**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 incorporated herein.
2. The **COUNTY** agrees to provide to the **CITY** reimbursement funding  
for documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIVE**  
**HUNDRED THOUSAND DOLLARS (\$500,000.00)**.
3. The **COUNTY** agrees to reimburse the **CITY** the amount  
established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the  
**CITY's** submission of acceptable documentation needed to substantiate its cost for the  
**IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the

**CITY** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

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

5. The **CITY** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **CITY** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **CITY** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

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 and every reimbursement to the **CITY**. Said information shall list each invoice payable by the **CITY** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **CITY's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** as indicated.

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

8. The **CITY** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for the **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 30, 2008, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **CITY** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **CITY's** negligence in connection with this Agreement or the performance by the **CITY** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions or for any amount over the limits set forth in FL Statute 768.28 despite any case law to the contrary.

11. The **CITY** shall, at all times during the term of this Agreement, maintain its status as a self insured entity.

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

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

Workers' Compensation coverage in accordance with Florida Statutes, and;

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

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

15. The **CITY's** termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

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

17. 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.

18. 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 paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department  
Tanya N. McConnell, P.E.  
Deputy County Engineer  
P.O. Box 21229  
West Palm Beach, Florida 33416-1229

AS TO THE CITY

City of Pahokee  
Ms. Lillie Latimore, city Manager  
171 N. Lake Avenue  
Pahokee, Florida 33476

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any 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 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.

20. 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.

21. 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.
22. Each party agrees to abide by all laws, orders, rules and regulations and the **CITY** will comply with all applicable governmental codes during the **IMPROVEMENTS**.
23. The **COUNTY** 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.
24. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
25. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
26. The preparation of this 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.
27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.
28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
29. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

REMAINDER OF PAGE LEFT BLANK

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

R2006-1383

AUG 15 2006

CITY OF PAHOKEE

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

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Chair

Tony Masiotti, Chairman

ATTEST:

ATTEST:

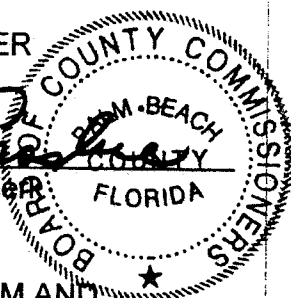
SHARON R. BOCK,  
CLERK & COMPTROLLER

By: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Deputy Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

City Attorney

By: \_\_\_\_\_

Assistant County Attorney

Date: \_\_\_\_\_

8/08/06

By: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_

J. Macdonnell

Date: \_\_\_\_\_

3 C 2

0124

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

MC/A 7-0

R-2008-1151

Meeting Date: July 8, 2008

☒ 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) termination of Interlocal Agreement R2006-1383 in the amount of \$500,000 with the City of Pahokee (City) for major road repairs-District 6; and.
- B) a Budget Transfer of \$500,000 in the Transportation Improvement Fund from City of Pahokee Major Road Repairs-District 6 to Orange Boulevard Phase I – 140<sup>th</sup> Avenue to 130<sup>th</sup> Avenue North; and.
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**SUMMARY:** Approval of the termination of Interlocal Agreement R2006-1383 and approval of the Budget Transfers will redirect funds to the City's Project. The project includes meter and service line replacement, supplemental funding for an existing distribution project and consultant fees related to connection to the Lake Region Water Plant. All work will be completed by Palm Beach County Water Utilities Department.

District 6 (MRE)

**Background and Justification:** The City requests that Palm Beach County redirect funds from their major road repair project to the City's Project. The project includes the purchase of additional water meters, update of software, and additional infrastructure repair. All work will be completed by Palm Beach County Water Utilities Department. The District 6 Commissioner has agreed to the redirection of the monies. The District 6 Commissioner believes this will serve the public's best interest.

**Attachments:**

- 1. Location Map
- 2. Project Authorization
- 3. Agreement R2006-1383
- 3. Budget Transfers

Recommended by: \_\_\_\_\_

Division Director

Date

Approved by: \_\_\_\_\_

County Engineer

Date



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	\$500,000	-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	\$500,000	-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  
City of Pahokee Major Road Repairs-Dist 6  
Orange Blvd PH I/140th Ave to 130th Ave N

Capital Outlay Fund  
Orange Blvd PH I/140th Ave to 130th Ave N  
City of Pahokee Potable Water Distribution Imp-Dist 6

C. Departmental Fiscal Review: R. D. Ward 5/20/08

## III. REVIEW COMMENTS

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

A. Willhite 6-16-08  
OFMB  
SJ 6/16/08 CN 6/16/08

Dr. J. Jones 6/17/08  
Contract Dev. and Control  
E. Jones 6/17/08

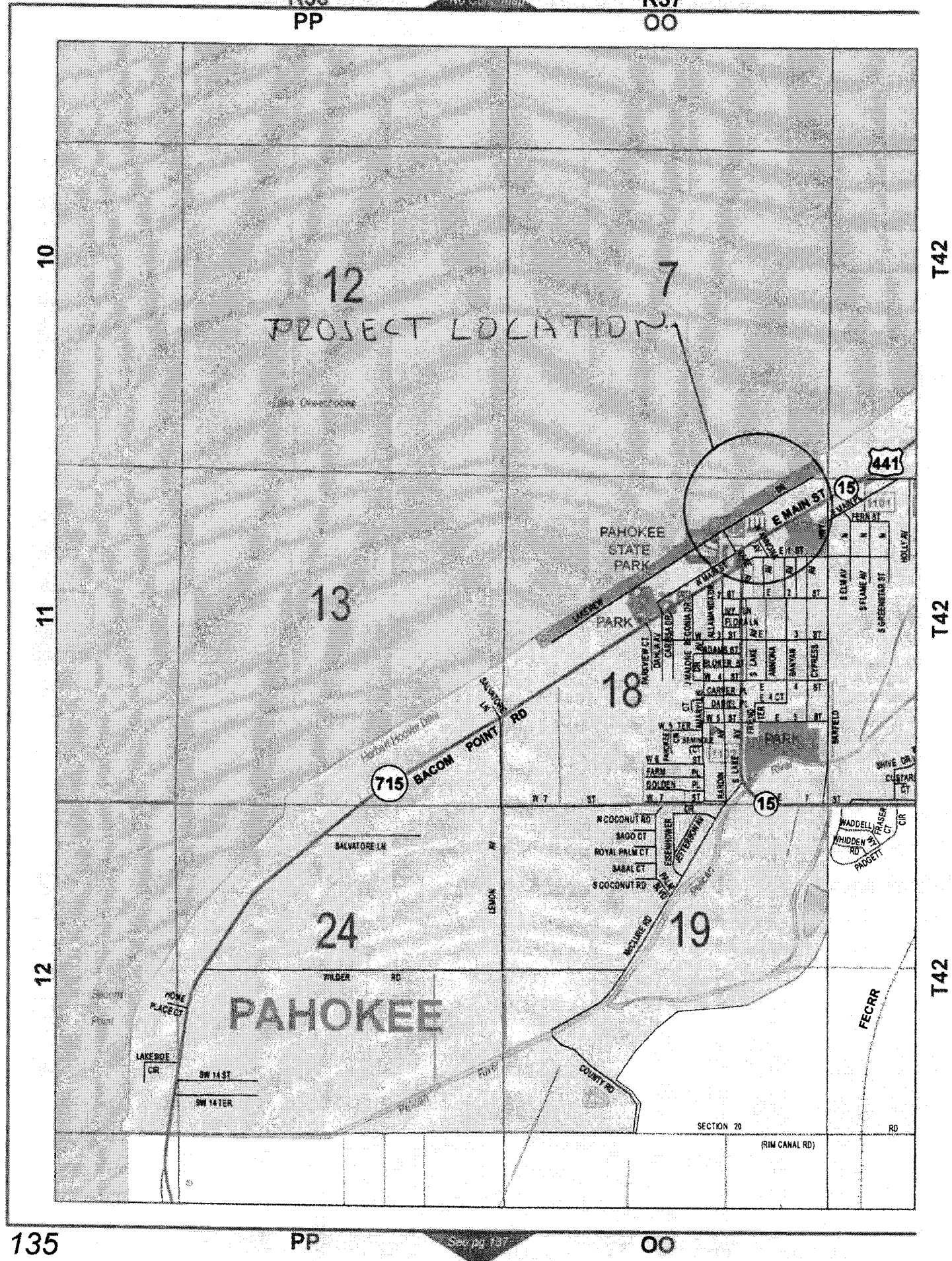
### B. Approved as to Form and Legal Sufficiency:

Marlene R. Little 6/23/08  
Assistant County Attorney

### C. Other Department Review:

\_\_\_\_\_  
Department Director

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



# Document Type



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## R-number

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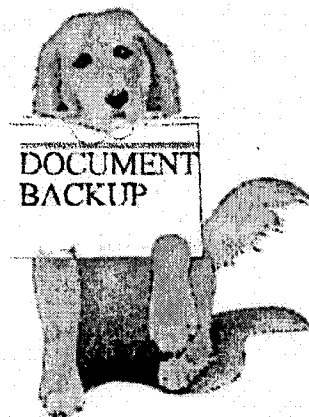


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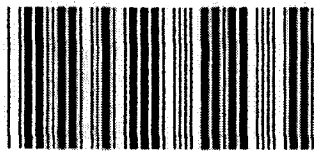


**R-2008-1151**

**Has been assigned without  
documentation. See AIS for  
support.**

**Terminates # R-2006-1383**

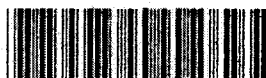
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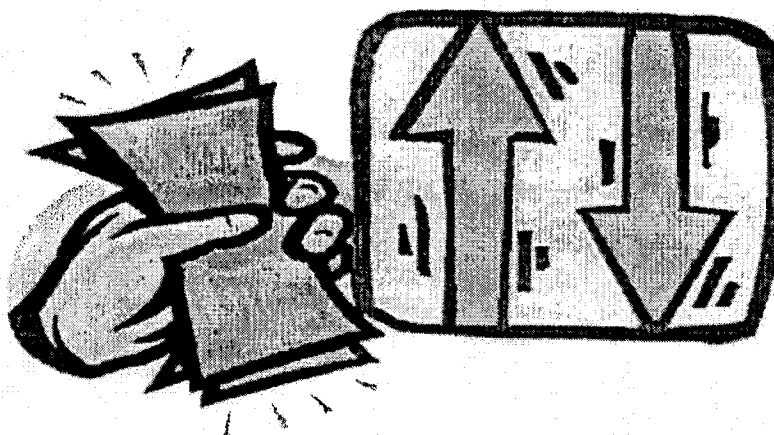


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2008 1065

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 051408-2743

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
<u>ORANGE BLVD PH 1/140<sup>TH</sup> AVE TO 130<sup>TH</sup> AVE N</u>								
3500-364-M117-6551	Road & Street Improvements	0	100,000	500,000	0	600,000	0	600,000
<u>CITY OF PAHOKEE MAJOR ROAD REPAIRS-DIST 6</u>								
3500-368-1217-8101	Contributions Othr Govtl Agcy	705,430	705,430	0	500,000	205,430	205,430	0
				500,000	500,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 07/08/08

3 Engineering & Public Works

C Administration / Budget Approval

OFMB Department -- Posted

R. D. Ward

6/27/08

A. Willhite

6-16-08

\_\_\_\_\_

\_\_\_\_\_

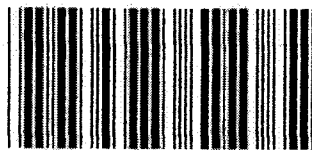
SN  
4/16/08

Tracy Powell  
Deputy Clerk to the  
Board of County Commissioners



22.6

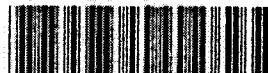
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## Budget Transfer

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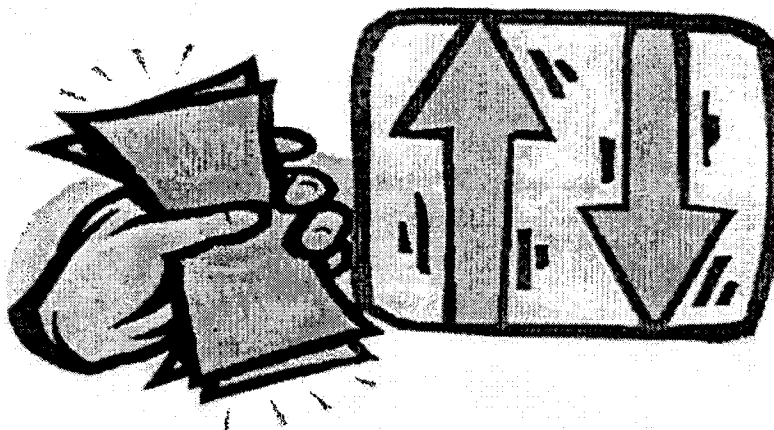


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2008

1066

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

FUND Capital Outlay

BGEX 051408-2744

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
<u>CITY OF PAHOKEE WATER METER PROJECT-DIST 6</u>								
3900-368-1283-8101	Contributions Othr Govtl Agency	0	0	500,000	0	500,000	0	500,000
<u>ORANGE BLVD PH I/140<sup>TH</sup> AVE TO 130<sup>TH</sup> AVE N</u>								
3900-364-M117-6551	Road & Street Improvements	1,029,435	929,435	0	500,000	429,435		
				500,000	500,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 07/08/08

Engineering & Public Works

Administration / Budget Approval

FMB Department - Posted

R-D Ward  
Atwillhite

6/2/08  
6-16-08

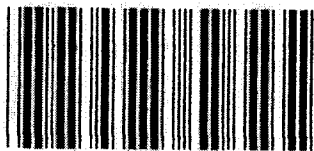
5/6/14/08

27 Tracy P...  
Deputy Clerk to the  
Board of County Commissioners





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## Agenda Item Backup

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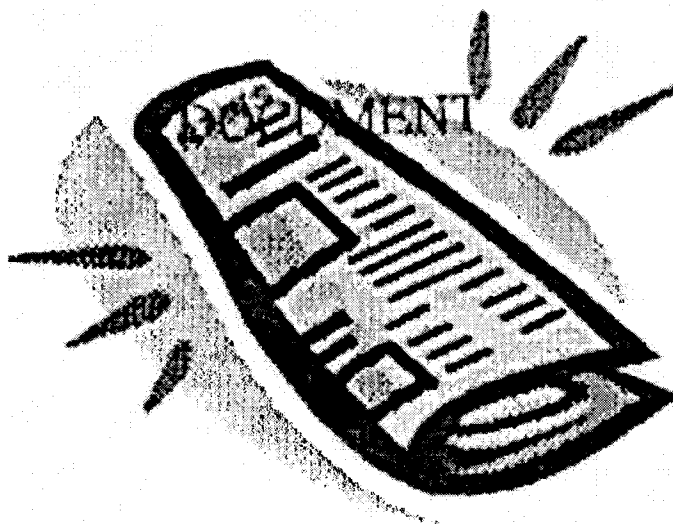


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**From:** Cyndy Verner  
**To:** Owen Miley, Shannon LaRocque  
**Date:** 5/5/2008 4:27:46 PM  
**Subject:** Redirection of \$500,000 District 6 Funds for Water Meter Project - City of Pahokee

In reference to your e-mail last week regarding the City of Pahokee's request to redirect \$500,000 District 6 funds for their water meter project, I spoke to Commissioner Santamaria regarding same. He has no problem with the City's request and you are authorized to process the necessary budget transfers.

Thanks.

Cyndy Verner

Senior Administrative Assistant to

Jess R. Santamaria

County Commissioner

District 6

(561) 355-6300

INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
THE CITY OF PAHOKEE  
FOR STREET IMPROVEMENTS TO  
25 CITY OWNED ROADS

R2006-1383

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day  
of AUG 15 2006 by and between **PALM BEACH COUNTY**, a political subdivision of the  
State of Florida, hereinafter referred to as "**COUNTY**" and **THE CITY OF PAHOKEE**, a  
municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

**WITNESSETH:**

**WHEREAS**, the **CITY** is undertaking improvements to Rim Canal Rd., McClure  
Rd., Amaryllis Ave., Palm Blvd., Begonia Dr., E. 2<sup>nd</sup>, 3<sup>rd</sup>. & 4<sup>th</sup> St., W. 4<sup>th</sup> St., Booker Pl.,  
Adams Pl., Carver Pl., Daniel Pl., W. 5<sup>th</sup> Terr., Seminole Ct., Main Pl., W. Main St., SW  
14<sup>th</sup> St. & Terr., E. 7<sup>th</sup> Ave., Apple Dr., Shive Dr., Custard Ct., Glades Citizens Villas and  
Sugar Rd., within the **CITY** limits hereinafter referred to as "**IMPROVEMENTS**"; and

**WHEREAS**, the **IMPROVEMENTS** consists of resurfacing of these **CITY** roads;  
and

**WHEREAS**, the **COUNTY** believes that the construction of the **IMPROVEMENTS**  
serves a public purpose in the enhancement of **CITY** roads and wish to support the  
**IMPROVEMENTS** by providing supplemental reimbursement funding for the  
documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIVE**  
**HUNDRED THOUSAND DOLLARS (\$500,000.00)**; and

**WHEREAS**, after construction of the **IMPROVEMENTS**, the **CITY** will be  
responsible for the subsequent maintenance of the **IMPROVEMENTS**.

**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 incorporated herein.
2. The **COUNTY** agrees to provide to the **CITY** reimbursement funding  
for documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIVE**  
**HUNDRED THOUSAND DOLLARS (\$500,000.00)**.
3. The **COUNTY** agrees to reimburse the **CITY** the amount  
established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the  
**CITY's** submission of acceptable documentation needed to substantiate its cost for the  
**IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the

**CITY** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

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

5. The **CITY** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **CITY** will obtain or provide all labor and materials necessary for the **IMPROVEMENTS**. The **CITY** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

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 and every reimbursement to the **CITY**. Said information shall list each invoice payable by the **CITY** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **CITY's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** as indicated.

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

8. The **CITY** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for the **IMPROVEMENTS**.

9. The **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 30, 2008, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **CITY** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **CITY's** negligence in connection with this Agreement or the performance by the **CITY** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions or for any amount over the limits set forth in FL Statute 768.28 despite any case law to the contrary.

11. The **CITY** shall, at all times during the term of this Agreement, maintain its status as a self insured entity.

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

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

Workers' Compensation coverage in accordance with Florida Statutes, and;

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

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

15. The CITY's termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.

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

17. 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.

18. 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 paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department  
Tanya N. McConnell, P.E.  
Deputy County Engineer  
P.O. Box 21229  
West Palm Beach, Florida 33416-1229

AS TO THE CITY

City of Pahokee  
Ms. Lillie Latimore, city Manager  
171 N. Lake Avenue  
Pahokee, Florida 33476

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any 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 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.

20. 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.

21. 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.
22. Each party agrees to abide by all laws, orders, rules and regulations and the **CITY** will comply with all applicable governmental codes during the **IMPROVEMENTS**.
23. The **COUNTY** 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.
24. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
25. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
26. The preparation of this 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.
27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.
28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
29. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

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

R2006-1383

AUG 15 2006

CITY OF PAHOKEE

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

By: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Chair

Tony Masilotti, Chairman

ATTEST:

ATTEST:

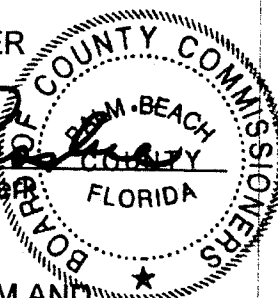
SHARON R. BOCK,  
CLERK & COMPTROLLER

By: \_\_\_\_\_

City Clerk

By: \_\_\_\_\_

Deputy Clerk



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_

City Attorney

By: \_\_\_\_\_

Assistant County Attorney

Date: \_\_\_\_\_

8/08/06

By: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_

Date: \_\_\_\_\_

8/10/06



INTEROFFICE COMMUNICATION  
PALM BEACH COUNTY  
BUDGET AVAILABILITY STATEMENT

DATE: August 4, 2009

TO: Guy Eggertsson  
Water Utilities Department

FROM: Alexis T. Willhite, Fiscal Manager *atwillhite*  
Administrative Services

RE: City of Pahokee Potable Water Distribution Imp.  
Project # N/A  
City of Pahokee  
Water Utilities Department \$101,000.00

BOARD MEETING DATE: September 1, 2009

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ 00348,

FUNDING STATUS: FULLY FUNDED

---

Is Item Included in Current Budget?      Yes    X      No

Budget Account No:  
Fund 3900    Dept 368    Unit 1283    Object 8101

Recommended Sources of Funds/Summary of Fiscal Impact:  
Capital Outlay Fund  
City of Pahokee Potable Water Distribution Imp-Dist 6