

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>225,000</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(225,000)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	=====	=====	=====	=====
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No

Budget Account No: _____

Fund 1341 Dept 542 Unit 0466 Object 8101 \$100,000

Fund 1341 Dept 542 Unit 5507 Object 3401 \$94,000

Fund 1341 Dept 542 Unit 5514 Object 3401 \$31,000

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

The \$100,000 use fee will be funded with State funding. The estimated \$125,000 for site improvements will be funded from Federal Transit Enhancement funding. The County will be required to follow all federal guidelines for the improvements but no federal general conditions are required for this agreement as the County will be making the improvements and will be required for compliance with the federal regulations.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

MOS 9/14/09
 OFMB 9/13/09 9/13/09 9/13/09 9/13/09 9/13/09 9/13/09
 9/13/09 9/13/09 9/13/09 9/13/09 9/13/09 9/13/09

John J. Jacobson 9/14/09
 Contract Development and Control

B. Legal Sufficiency:

[Signature] 9/8/09
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

T43

T43

T43

16

17

18

7 OLD VANDERGRIFT RD

8

OLD VANDERGRIFT RD

715

18

17

3026

HOOKER HWY

812

441

80

WEST TECH ED. CENTER
3048



19

20

NEW 18TH ST

ORANGE AVENUE CIR

ORANGE AVENUE CIR

ORANGE AVENUE CIR

OAK AV

MAGNOLIA AV

CYPRESS ST

MANGO AV

CYPRESS ST

CYPRESS AV

PALMETTO LN

EAGLE LN

POINCIAN ST

NAISSUS LN

CHILSCIC ST

CURLIE RD

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LOCATION MAP

ATTACHMENT # 1



USE AGREEMENT

THIS AGREEMENT made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County"), and THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida ("School Board").

WHEREAS, School Board owns the West Technical Education Center ("West Tech") located at 2625 State Road 715, Belle Glade, FL 33430; and

WHEREAS, School Board had determined that co-locating transit facilities at administrative offices, high schools, and other School Board facilities with vocational, community, and adult education programs furthers School Board's objectives of accessibility; and

WHEREAS, School Board currently allows County to operate a transit transfer station ("Transfer Station") on the West Tech property in order to make West Tech more accessible; and

WHEREAS, the transit use of the West Tech property is in no way inconsistent with the use of the property for school purposes and in no way limits the School Board's use, and may actually contribute to increased utilization of the property for school purposes; and

WHEREAS, County wishes to expand and improve the Transfer Station; and

WHEREAS, County and School Board agree that the planned expansion and improvement of the Transfer Station furthers the goals and objectives of both agencies and the surrounding community, and therefore the parties are willing to agree to be bound by the obligations contained herein.

WITNESSETH

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The recitals contained above are true and correct.
2. School Board agrees to allow County to use the Transfer Station drive ("Drive") and forty-two (42) parking spaces ("Parking Spaces") for the Transfer Station as designated on the site map attached hereto as Exhibit "A" and made a part hereof (the "Site Map"), for the term of this Agreement.

3. County shall pay School Board a one-time payment of One Hundred Thousand Dollars (\$100,000) ("Use Fee") as payment for County's use of the Parking Spaces and Drive. School Board shall bill County for the Use Fee after County completes construction of the improvements identified in paragraph 4 below and commences use of the Drive. County shall remit the Use Fee to School Board within sixty (60) days after receipt of School Board's request for payment.
4. County shall make the following improvements, at its sole cost and expense, as designated on the Site Map: (i) remove existing shelter (approximately 4'7" x 11'11") and install replacement shelter (approximately 17'7" and 6'7"); (ii) construct an ADA compliant sidewalk approximately 8' wide x 350' long; (iii) construct an ADA compliant sidewalk approximately 5' wide x 167' long; (iv) install three (3) wheelchairs ramps in the locations designated on the Site Map; and (v) install three (3) gates designed to keep the use of the Transfer Station separate from the use of the remainder of West Tech site. Upon completion, the improvements shall become the property of the School Board. The parties acknowledge that the locations of the improvements shown on the Site Map are approximate, and that the actual improvements will be installed in accordance with the design plans agreed to by the parties. County shall be responsible for preparing the plans and obtaining all permits at its sole cost and expense. School Board, as the property owner, shall timely provide County with executed applications and consents as required by the permitting process. School Board shall grant County a license to install the improvements described herein on the West Tech property. The Director of Facilities Development & Operations is authorized to execute a License Agreement with School Board on behalf of County after said License Agreement has been reviewed and approved by the County Attorney's office as to form and legal sufficiency.
5. County shall be responsible for the maintenance and repair of the replacement shelter and the remainder of the improvements at its sole cost and expense.
6. School Board, at its sole option, may require the relocation of the Parking Spaces to an area within one of the Relocation Areas identified on the Site Map at no additional charge to County for use of the land. In the event School Board requires the relocation of the Parking Spaces during the first ten years of the term of this Agreement, County shall be responsible for constructing, at its sole cost and expense, forty-two (42) new parking spaces (the "Relocated Parking Spaces") together with an ADA compliant sidewalk connecting the Relocated Parking Spaces to the remainder of the improvements installed by County. If School Board requires the relocation of the Parking Spaces after the first ten years of the term of this Agreement, School Board shall be responsible for fifty percent of all costs and expenses associated with the relocation of the Parking Spaces described above.

The Relocated Parking Spaces and sidewalk will be installed in accordance with the design plans agreed to by the parties. County shall be responsible for preparing the plans and obtaining all permits. School Board, as the property owner, shall timely provide County with executed applications and consents as required by the permitting process. School Board shall grant County a license to install the Relocated Parking Spaces and ADA compliant sidewalk on the West Tech property. The Director of Facilities Development & Operations is authorized to execute a License Agreement with School Board on behalf of County after said License Agreement has been reviewed and approved by the County Attorney's office as to form and legal sufficiency. Nothing contained herein shall obligate County to construct the Relocated Parking Spaces if School Board requires relocation of the Parking Spaces.

7. In the event School Board provides electrical service to the site of the Transfer Station, County shall have the right, at its sole option, to install lighting. County shall install separate meters for its lighting, and shall pay all installation and use costs for County lighting at the Transfer Station. County shall have the right, at its option, to install solar power poles at its expense.
8. Without waiving the right to sovereign immunity as provided by Florida Statutes, sect.768.28, County acknowledges and represents that County is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.
9. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend, and hold harmless the other party against any actions, claims or damages arising out of the indemnifying party's negligent, willful, or intentional acts or omissions 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 one party to indemnify the other party for such party's negligent, willful, or intentional acts or omissions.
10. The term of this Agreement is for twenty (20) years from the Effective Date.
11. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier

services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:

Palm Beach County
Facilities Development & Operations
Attn: Director
2633 Vista Parkway
West Palm Beach, Florida 33411
Fax: 561-233-0206

With a copy to:

County Attorney's Office
Attn: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, Florida 33401-4791
Fax: 561-355-4398

School Board:

The School Board of Palm Beach County
Real Estate Services
Attn: Director
3661 Interstate Park Road North
Suite 200
Riviera Beach, FL 33404
Fax: 561-882-1982

With a copy to:

Chief Counsel
The School Board of Palm Beach County
P.O. Box 19239
West Palm Beach, FL 33416-9239
Fax: 561-357-7647

Any party may from time to time change the address at which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other parties

12. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.
13. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective legal representatives, successors, and assigns.
14. The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, sexual orientation, or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
15. No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
16. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.
17. This Agreement shall not become effective until executed by both parties, and the Effective Date of this Agreement shall be the later of the date upon which the Palm Beach County Board of County Commissioners approves this Agreement at a formal meeting of the Board or the date upon which the School Board of Palm Beach County approves this Agreement at a formal meeting of the School Board.
18. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed on the day and year set forth herein.

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
Assistant County Attorney

By: Amy Wolf
Director, Facilities Dev & Ops

Date: _____

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA, a
corporate body politic pursuant to the
Constitution of the State of Florida

By: _____
William G. Graham, Chairman

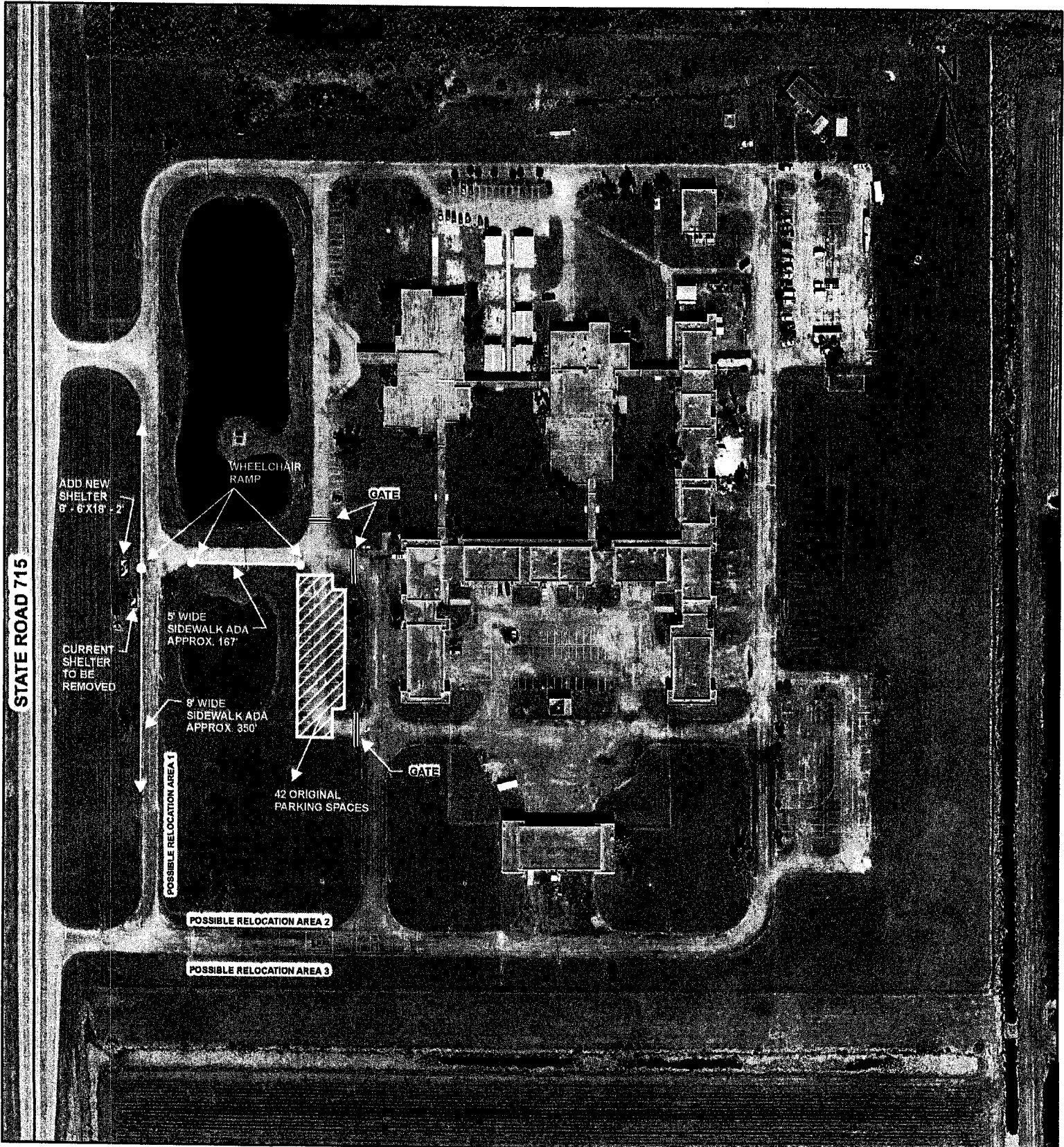
ATTEST:

By: _____
Arthur C. Johnson, PhD., Superintendent

Approved as to Form:

School Board Attorney

Date: _____



—— Major Roadways



8/12/2009 - Sandra Gilles
West_Tech_Ed_Ctr_A.mxd

This map was created by
Palm Beach County School District
Planning - GIS
For Real Estate Department



3300 Forest Hill Blvd
West Palm Beach, FL 33406

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 09/03/09 REQUESTED BY: L Schaner PHONE: 233-0222

PROJECT TITLE: School Board Agreement PROJECT NO.: N/A

LOCATION#:
LOCATION DESCRIPTION: West County

ORIGINAL CONTRACT/ANNUAL AMOUNT: N/A BCC RESOLUTION#:

CSA/LOA CHANGE ORDER AMOUNT:

CSA/LOA CHANGE ORDER NUMBER:

CONTRACTOR/CONSULTANT NAME: School Board/Misc Improvements

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

WILL THIS AMENDMENT CHANGE THE ESTIMATED COST OF THE PROJECT?
IF YES, PROVIDE ESTIMATES OF THE NEW COSTS:

CONSTRUCTION	125,000
USER FEES	100,000

*By signing this BAS your department agrees to these staff costs and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed.

BUDGET ACCOUNT NUMBERS (IDENTIFY ALL SOURCES) FUNDING SOURCE (CHECK ALL THAT APPLY)

FUND: DEPT: UNIT: SUBUNIT: OBJECT:

- Please see detail breakout of funding below:

AD VALOREM OTHER _____ **FEDERAL/DAVIS BACON**
(For the \$125,000 Construction funds only)

SUPPLEMENTAL AGREEMENT TO BE APPROVED BY: Department Director (WO<\$50,000)

ANTICIPATED DATE OF APPROVAL:

BAS APPROVED BY: John Murphy DATE: 9/3/09

ENCUMBRANCE NUMBER: _____

Construction \$ 94,000 1341-542-5507-3401-G302-GY02 (FTA 025307)
\$ 31,000 1341-542-5514-3401-I902-GY04 (FTA 045307)
\$125,000

User Fees \$100,000 1341-542-0466-8101-EHOV-GY08 (FDOT JPA 423178)