



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2010	2011	2012	2013	2014
Grant Expenditures	\$6,000	-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-
<b>NET FISCAL IMPACT</b>	<b>\$6,000</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

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

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

Transportation Improvement Fund  
 Reserve For District 4  
 Broken Sound Irrigation System - Dist 4

C. Departmental Fiscal Review: Shouhite

**III. REVIEW COMMENTS**

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

[Signature]  
 10/28/09 OFMB  
 11/3/09  
 10/29  
 10/22/09

[Signature] 11/4/09  
 Contract Dev. and Control  
 E. Jones 11/4/09

This Contract complies with our contract review requirements.

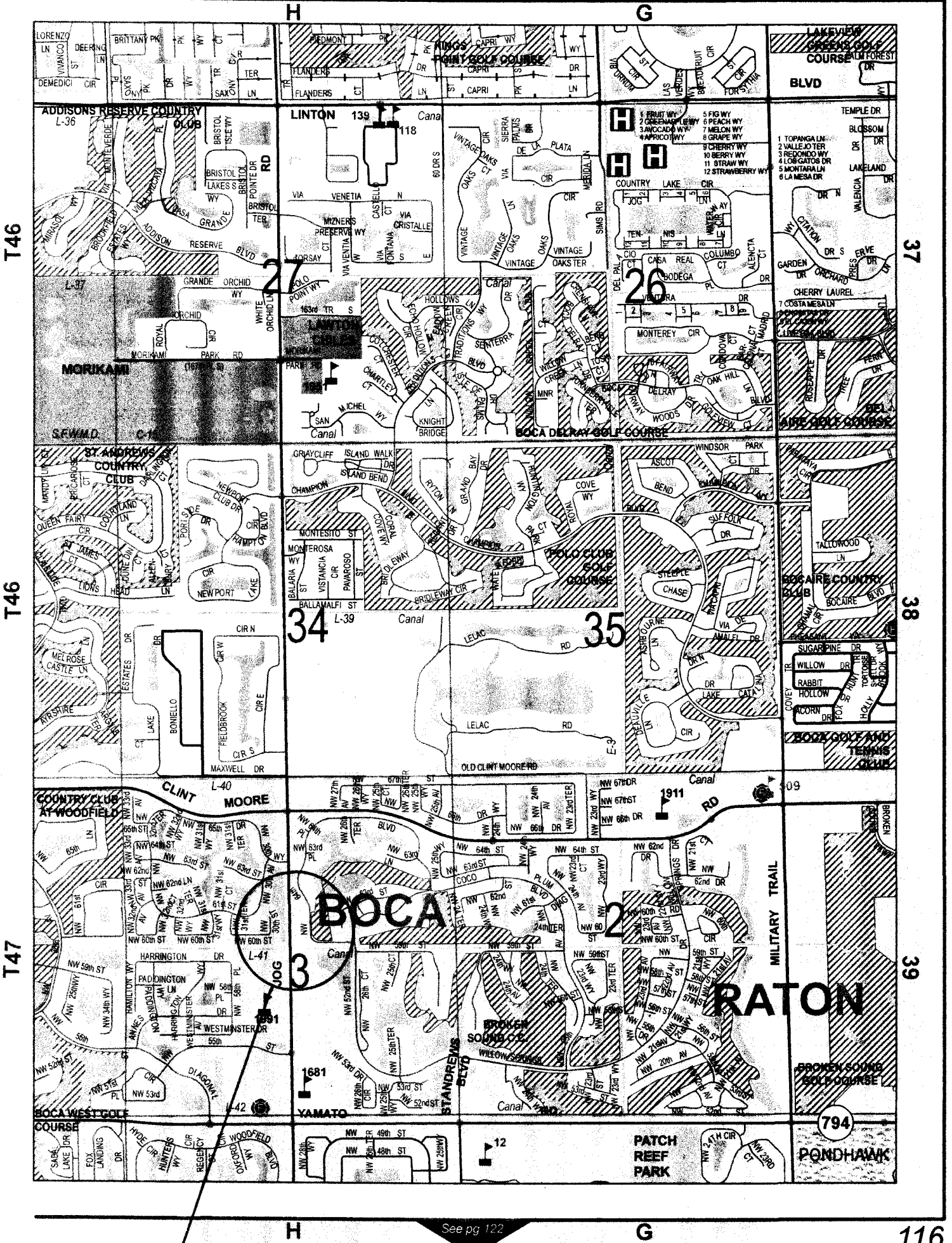
**B. Approved as to Form and Legal Sufficiency:**

[Signature] 11/10/09  
 Assistant County Attorney

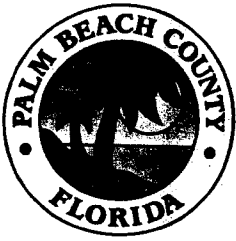
**C. Other Department Review:**

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

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



PROJECT LOCATION BROKEN SOUND



JUL 02 2009

**STEVEN L. ABRAMS**

Commissioner, District IV

■  
Palm Beach County  
Board of County Commissioners  
Governmental Center, 12th Floor  
301 North Olive Avenue  
West Palm Beach, FL 33401  
(561) 355-2204  
Fax: (561) 355-4422

sabrams@pbcgov.org

Southeast County Complex  
345 Congress Avenue, Room 112  
Delray Beach, FL 33445  
(561) 276-1220  
Fax: (561) 276-1297

www.pbcgov.com



"An Equal Opportunity  
Affirmative Action Employer"

printed on recycled paper

July 1, 2009

Ms. Kristina Pacheco, CMCA. AMS  
Chief Operation Officer  
CCMA of Broken Sound  
2701 N.W. 64<sup>th</sup> Blvd.  
Boca Raton, FL 33496

Dear Ms. Pacheco:

This is formal notification that I am awarding \$6,000 from the District IV, FY 2008-09 Gas Tax Discretionary Fund to the Community Maintenance Association of Broken Sound to assist with the irrigation expenses incurred due to the widening of the Jog Road Project.

A copy of this letter and your request are being forwarded to Owen Miley, Special Projects Coordinator in the Engineering Department at the County to prepare the appropriate agreement for processing. As you may know, this program is processed on a reimbursement basis.

Please feel free to contact me if you have any questions.

Sincerely,

Steven L. Abrams  
Commissioner, District IV  
Palm Beach County Commission

SLA:kfs

cc: Owen Miley, Special Projects Coordinator

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**FINANCIAL ASSISTANCE AGREEMENT  
COUNTRY CLUB MAINTENANCE ASSOCIATION  
OF BROKEN SOUND IRRIGATION SYSTEM**

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THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between COUNTRY CLUB MAINTENANCE ASSOCIATION OF BROKEN SOUND, a not-for-profit corporation of the State of Florida (Federal I.D. No.650026897), hereinafter referred to as "ASSOCIATION", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

**WITNESSETH:**

WHEREAS, the ASSOCIATION replaced their irrigation system because of the reconstruction of Jog Road from Yamato Road to Clint Moore Rd Project No. 2001505B; and

WHEREAS, the ASSOCIATION replaced their landscape irrigation system within 25 feet and visible from the east side of right of way on Jog Road between Yamato Road and Clint Moore Rd for a distance of 600 hundred linear feet on the ASSOCIATION'S property, hereinafter referred to as PROJECT; and

WHEREAS, the COUNTY agrees to reimburse the ASSOCIATION for their efforts in replacing the irrigation system in the best interest of the public by providing a onetime contribution in an amount not to exceed SIX THOUSAND DOLLARS (\$6,000) toward the cost of the PROJECT from the District 4 Reserve Account; and

WHEREAS, any and all costs associated with the PROJECT over and above the onetime contribution that is allocated by the COUNTY shall be the responsibility of the ASSOCIATION; and

WHEREAS, the ASSOCIATION shall be responsible for the perpetual maintenance of the PROJECT.

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

1. The above recitals are true and are incorporated herein.
2. COUNTY shall provide to ASSOCIATION reimbursement funding in an amount not to exceed SIX THOUSAND DOLLARS (\$6,000). Those costs incurred by the ASSOCIATION subsequent to the date of this Agreement are eligible for reimbursement by the COUNTY pursuant to the terms and conditions hereof.

1           3.     COUNTY agrees to reimburse ASSOCIATION the amount established in  
2 paragraph 2 for cost associated with the PROJECT, upon ASSOCIATION's submission of  
3 acceptable documentation needed to substantiate their cost for the project. COUNTY will  
4 use its best efforts to provide these funds to ASSOCIATION on a reimbursement basis  
5 within forty-five (45) days of receipt of all information required in paragraph 7.

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

8           5.     ASSOCIATION agrees to assume all responsibility for design, bidding,  
9 contract preparation, and contract administration for the PROJECT, including payment(s),  
10 pursuant to all applicable governmental laws and regulations and will comply with all  
11 applicable governmental landscaping codes and permitting requirements in their selection  
12 and installation of the PROJECT. ASSOCIATION agrees to install the PROJECT  
13 substantially in accordance with the costs as approved by COUNTY. ASSOCIATION also  
14 agrees to assume financial responsibility for the completion of any portions of the  
15 PROJECT that are not fully-funded by the amount set forth in paragraph 2, above.  
16 Otherwise, COUNTY will have the final determination of the eligibility for reimbursement of  
17 any changes.

18           6.     COUNTY may terminate this agreement upon written notice to  
19 ASSOCIATION for non-compliance by ASSOCIATION in the performance of any of the  
20 terms and conditions as set forth herein and where ASSOCIATION does not cure said non-  
21 compliance within ninety (90) days of receipt of written notice from COUNTY to do so.  
22 Further, if ASSOCIATION does not cure said non-compliance within the time frame  
23 specified above, then upon written, COUNTY may require ASSOCIATION to reimburse any  
24 funds provided to ASSOCIATION pursuant to this agreement either in whole or in once  
25 COUNTY has reasonably determined that no other remedy is available.

26           7.     ASSOCIATION will obtain or provide all labor and materials associated with  
27 the PROJECT. COUNTY shall have the final determination of eligibility for reimbursement.  
28 ASSOCIATION shall furnish the Special Projects Coordinator, of the COUNTY'S

1 Department of Engineering and Public Works with a request for payment supported by the  
2 following:

3 a. A Contract Payment Request Form and a Contractual Services  
4 Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A"  
5 (pages 1 and 2) which are required for each and every reimbursement requested by  
6 ASSOCIATION. Said information shall list each invoice paid by ASSOCIATION and  
7 shall include the vendor invoice number, invoice date, and the amount paid by  
8 ASSOCIATION. ASSOCIATION shall attach a copy of each vendor invoice paid by  
9 ASSOCIATION along with a copy of the respective check and shall make reference  
10 thereof to the applicable item listed on the Contractual Services Purchases  
11 Schedule Form. Further, the Program Administrator and the Program Financial  
12 Officer for ASSOCIATION shall also certify that each vendor invoice listed on the  
13 Contractual Services Purchases Schedule Form was paid by ASSOCIATION as  
14 indicated.

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

20 9. ASSOCIATION agrees to be responsible for the perpetual maintenance of  
21 the PROJECT following its completion and shall be solely responsible for obtaining and  
22 complying with all necessary permits, approvals, and authorizations from any federal, state,  
23 regional, or COUNTY agency which are required for the subsequent maintenance of the  
24 PROJECT.

25 10. PROJECT shall be completed and final invoices submitted to COUNTY no  
26 later than September 1, 2010, and COUNTY shall have no obligation to ASSOCIATION for  
27 any cost incurred thereafter unless the time for completion is extended by modification of  
28 this AGREEMENT as provided herein.

1           11. ASSOCIATION recognizes that it is an independent contractor and not an  
2 agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or  
3 lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to  
4 the PROJECT or any item which is the responsibility of ASSOCIATION. ASSOCIATION  
5 hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless  
6 COUNTY, its officers, employees, servants or agents, and to defend said persons from any  
7 such claims, liabilities, causes of action and judgments of any type whatsoever arising out  
8 of or relating to the negligent or wrongful acts or omissions of ASSOCIATION relating to  
9 the installation and maintenance of the Project. ASSOCIATION, to the extent permitted by  
10 law, agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its  
11 officers, employees, servants or agents in connection with such claims, liabilities or suits  
12 except as may be incurred due to the negligence of COUNTY.

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

18           13. COUNTY and ASSOCIATION agree that no person shall, on the grounds of  
19 race, color, national origin, sexual orientation, gender identify and expression, religion or  
20 creed, sex, age, or handicap be discriminated against in performance of the Agreement.

21           14. In the event that any section, paragraph, sentence, clause, or provision  
22 hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the  
23 remaining portions of this Agreement and the same shall remain in full force and effect.

24           15. All notices required to be given under this Agreement shall be in writing, and  
25 deemed sufficient to each party when sent by United States Mail, postage prepaid, to the  
26 following:

27                                   AS TO COUNTY

28                                   Engineering and Public Works Department  
29                                   Tanya N. McConnell, P.E.  
30                                   Deputy County Engineer  
31                                   2300 North Jog Road Ste. 3E-13  
32                                   West Palm Beach, Florida 33411  
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3 **AS TO ASSOCIATION**

4 Country Club Maintenance Association of Broken Sound  
5 Kristina Pacheco, CMCA, AMS  
6 Chief Operation Officer  
7 2701 N.W. 64<sup>th</sup> Boulevard  
8 Boca Raton, Florida 33496  
9 561-998-5813

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

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

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

25 19. Each party agrees to abide by all laws, orders, rules and regulations and  
26 ASSOCIATION will comply with all applicable governmental codes in the installation of the  
27 PROJECT.

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

32 21. ASSOCIATION shall promptly notify COUNTY of any lawsuit-related  
33 complaint, or cause of action threatened or commenced against it which arises out of or  
34 relates, in any manner, to the performance of this Agreement.

1           22.    The parties expressly covenant and agree that in the event any of the parties  
2 is in default of its obligations under this Agreement, the parties not in default shall provide  
3 to the defaulting party thirty (30) days written notice before exercising any of their rights.

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

7           24.    ASSOCIATION has the authority to enter into this Agreement, and to perform  
8 the obligations contained herein.

9           25.    This Agreement represents the entire understanding among the parties, and  
10 supersedes all other negotiations, representations, or agreements, either written or oral,  
11 relating to this Agreement.

12          26.    A copy of this Agreement shall be filed with the Clerk of the Circuit Court in  
13 and for Palm Beach County, Florida.

14          27.    This Agreement shall take effect upon execution and the effective date shall  
15 be the date of execution.

16                           **REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

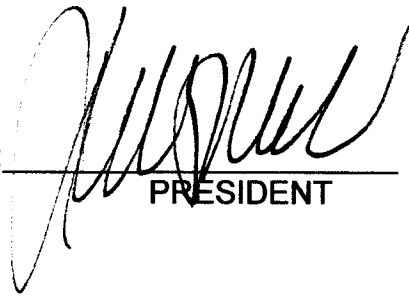
**COUNTRY CLUB MAINTANENCE**  
**ASSOCIATION OF BROKEN SOUND**

(ASSOCIATION SEAL)

COUNTRY CLUB MAINTANENCE  
ASSOCIATION OF BROKEN SOUND  
BY ITS BOARD OF DIRECTORS

ATTEST:

By:   
ASSOCIATION SECRETARY

By:   
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:   
ASSOCIATION ATTORNEY

DATE: OCT. 1, 2009

**PALM BEACH COUNTY**

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK  
& COMPTROLLER

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
JOHN F. KOONS, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

DATE: \_\_\_\_\_

APPROVED AS TO TERMS AND CONDITIONS

BY: 

DATE: 10/8/09

**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACT PAYMENT REQUEST**

Exhibit A

\_\_\_\_\_  
(PROJECT)

Grantee \_\_\_\_\_ Request Date \_\_\_\_\_

Billing # \_\_\_\_\_ Billing Period \_\_\_\_\_

**PROJECT PAYMENT SUMMARY**

Item	Project Costs this Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

Certification: I hereby certify that the above was incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above, and is available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date

**PBC USE ONLY**

County Funding Participation	\$ _____
Total Project Costs	\$ _____
Total Project Costs to Date	\$ _____
County Obligation to Date	\$ _____
County Retainage (___%)	(\$ _____)
County Funds Previously Disbursed	(\$ _____)
County Funds Due this Billing	\$ _____

Reviewed and Approved by:

\_\_\_\_\_  
PBC Project Administrator/Date

**PALM BEACH COUNTY  
ENGINEERING & PUBLIC WORKS DEPARTMENT  
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

(PROJECT)

Grantee \_\_\_\_\_

Billing Date \_\_\_\_\_

Billing # \_\_\_\_\_

Billing Period \_\_\_\_\_

Contractor Name	Contractor Invoice Number and Date	City Check or Voucher Number and Date	Project Amount Paid this Period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL \_\_\_\_\_

Certification: I hereby certify that the purchase noted above was used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract, cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above, and are available for audit upon request.

\_\_\_\_\_  
Administrator/Date

\_\_\_\_\_  
Financial Officer/Date