

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
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
 Reserve for District 3
 Stub Canal Drainage Basin Study

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Handwritten signature] 11/24/09
 11/24/09 OFMB
 11/24/09 pm 11-24-09

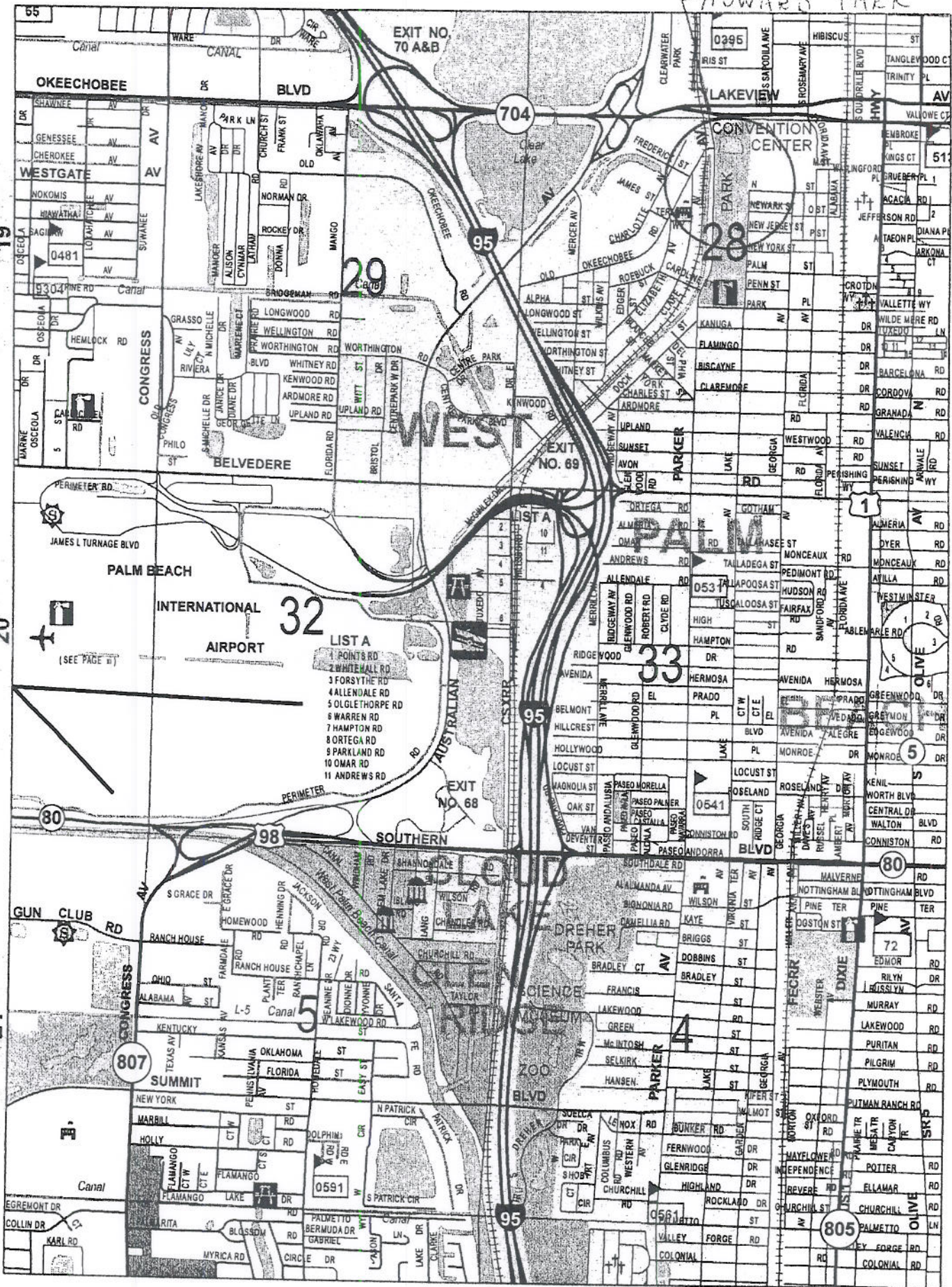
[Handwritten signature] 11/30/09
 Contract Dev. and Control
 At the time of our review, the Interlocal Agreement was not available. We anticipate reviewing the Final Agreement.

B. Approved as to Form and Legal Sufficiency:
[Handwritten signature] 11/30/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



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Attachment 1



INTER-OFFICE MEMO

TO: Commissioner Jeff Koons
FROM: Ken Todd, P.E., Water Resource Manager
DATE: November 6, 2009
SUBJECT: City of WPB Howard Park Drainage Project (Supplemental Information)

I am writing this memo to provide supplemental information to the Memo I wrote on November 2, 2009 about this subject (copy attached).

As mentioned in the November 2nd Memo, the Phase I project within Howard Park will provide additional storage within Howard Park. This Project was discussed at length by the Stub Canal Task Force. The Stub Canal Task Force was established in 2004 by the SFWMD. The goal of the Task Force was to analyze the Watershed to make recommendations as to improvements that would reduce flooding within the Basin. As you are probably aware, there are several low lying areas within that watershed that have experienced severe flooding over the years. Westgate, Cloud Lake/Glen Ridge, and Pineapple Park are three of the more susceptible areas to flooding within the watershed.

The Task Force members, individually and collectively, spent much of 2006 and 2007 exploring, analyzing and developing possible improvements that would meet the stated goal. There were 14 projects that ultimately were recommended by the Task Force for implementation. This Project ranked third on the Priority Ranking of Project Improvements by the Stub Canal Task Force. It was recognized by the Task Force members that additional storage within Howard Park would help reduce flooding within the Pineapple Park area by reducing stages within the Stub Canal. The County and the Towns of Cloud Lake/Glen Ridge also benefit from water stage reductions within the Stub Canal as Westgate CRA and these two towns utilize this canal for an outfall. Lower stages in the Stub Canal mean less flooding for these communities as well.

The Task Force collectively expressed its desire that the study not be "put on the shelf", but rather be used a guide document in assisting to improve the surface water management system within the watershed. Because the full benefits to the watershed will not be realized until all the projects are implemented, the Task Force has not been disbanded. It will remain a Task Force to provide support with the implementation of the recommended projects.

c: Members of the Board of County Commissioners
Robert Weisman, P.E., County Administrator
George Webb, P.E., County Engineer

County Administration

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-2030

FAX: (561) 355-3982

www.pbcgov.com

Palm Beach County Board of County Commissioners

Jeff Koons, Chairman

Burt Aaronson, Vice Chairman

Karen T. Marcus

Shelley Vana

Steven I. Abrams

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman



An Equal Opportunity Affirmative Action Employer

printed on recycled paper

Attachment 2



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Official Electronic Letterhead

INTEROFFICE MEMORANDUM

DATE: November 2, 2009

TO: Commissioner John F. Koons, Chairman

FROM: *Ken Todd*
Ken Todd, P.E., Water Resource Manager

RE: City of WPB Howard Park Drainage Project

I met today with Jonathan Bramley and Al Marinello of the City of West Palm Beach Engineering Dept. to discuss the details of the Howard Park project. The project has changed somewhat from about two years ago (when I last talked to the City about this project). However, the following information was provided to me by City staff for the current Howard Park Project.

The project is now split up into two phases. Phase I is the drainage phase. Phase II of the project is mainly the beautification portion of the Park. Phase I calls for an expansion of storage volume within Howard Park through the addition of about five acre-feet to a total of just under 11 acre-feet. This Phase I additional storage will take place mainly through an expansion of the old Stub Canal Turning Basin that acts today as a lake within Howard Park.

A control structure will be constructed in the old Turning Basin that will restrict discharge out of the newly expanded lake into the Stub Canal. The designed discharge restriction will detain flows from the lake and thereby reduce stages in the Stub Canal by about 4 inches. While this may not seem like a significant reduction it could have a positive impact on those homes that are at lower elevations in the Pineapple Park area. Additional storage within Howard Park was a goal of the Stub Canal Task Force. Beyond this project, additional storage for the Pineapple Park area could also be obtained by using the southern lobe of the Clear Lake (completely separated now from Clear Lake), but that is a project for another day by the City.

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November 2, 2009

City of West Palm Beach Howard Park Drainage Project

The original cost estimate for the Phase I project was about \$2 Million. The City recently opened bids for Phase I and the bids were about \$1 Million. The City has received a \$1 Million matching Grant from DEP for this project, although funds obtained from another state Agency can not be used as part of the matching funds. The City has \$500,000 available from their Stormwater Fund. That coupled with \$500,000 from the DEP Grant provides funding to complete Phase I. However, that leaves \$500,000 left in the Grant that the City would like to use for additional unnamed drainage projects within the Pineapple Park area, provided they come up with matching funds (County dollars?). According to terms of the Grant, any project(s) need to be completed by June 2010. City Staff feels the Phase I project, set to begin construction in January, can be completed by June. Although these other projects may go beyond the June 2010 deadline, City staff indicated that they thought they would be able to get a time extension.

cc: Members of the Board of County Commissioners
Bob Weisman, P.E., County Administrator
George T. Webb, P.E., County Engineer

REIMBURSEMENT AGREEMENT
WITH PALM BEACH COUNTY AND
THE CITY OF WEST PALM BEACH
FOR IMAGINING HOWARD PARK/STUB
CANAL STORMWATER IMPROVEMENT

DRAFT

DRAFT

THIS REIMBURSEMENT AGREEMENT is made and entered into this _____ day of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **THE CITY OF WEST PALM BEACH**, a municipal corporation of the State of Florida hereinafter referred to as "**CITY**"

WITNESSETH:

WHEREAS, the **CITY** is undertaking, methods to increase flood protection and improve stormwater quality along the Stub Canal within the **CITY** limits, hereinafter referred to as "**IMPROVEMENTS**"; and

WHEREAS, the **IMPROVEMENTS** include using a portion of Howard Park as an additional water quality detention area within the **CITY** limits; and

WHEREAS, the **COUNTY** believes that the **IMPROVEMENTS** serve a public purpose in the enhancement and safety of the **CITY** and wishes 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)**.

WHEREAS, after the installation 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)**.
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** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following installation. 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 November 30, 2010, 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.

11. The **CITY** shall, at all times during the term of this Agreement, maintain in force its status as an insured corporation.

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, gender identity and expression 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 West Palm Beach
Ms. F. Joan Goldberg
Mayor's Office
200 2nd Street
West Palm Beach, Florida 33401

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. 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.
24. 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.
25. 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.
26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
27. The County will file a copy of this Agreement with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
28. 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.

THE CITY OF WEST PALM BEACH

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

By: _____
Mayor

By: _____
Burt Aaronson, Chair

ATTEST:

ATTEST:

SHARON R. BOCK, CLERK

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: _____

By: _____

APPROVED AS TO TERMS AND CONDITIONS

By: _____

Date: _____