

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u><u>*_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>	<u><u>_____</u></u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:	Yes _____	No _____			
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
	Program _____				

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

* There is no fiscal impact associated with the three motions contained in this item, but are necessary to implement a transaction discussed in a companion item requesting direction on the approval of a Lease with Larise Atlantic, Inc. for the Tax Collector Lantana Service Center.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

* For total fiscal impact associated with the Lantana Service Center, refer to item 1044.H.

[Signature]
 OFMB
 3/18/10

[Signature] 3/19/10
 Contract Development and Control

This Contract complies with our contract review requirements.

B. Legal Sufficiency:

[Signature]
 Assistant County Attorney

C. Other Department Review:

[Signature]
 Department Director

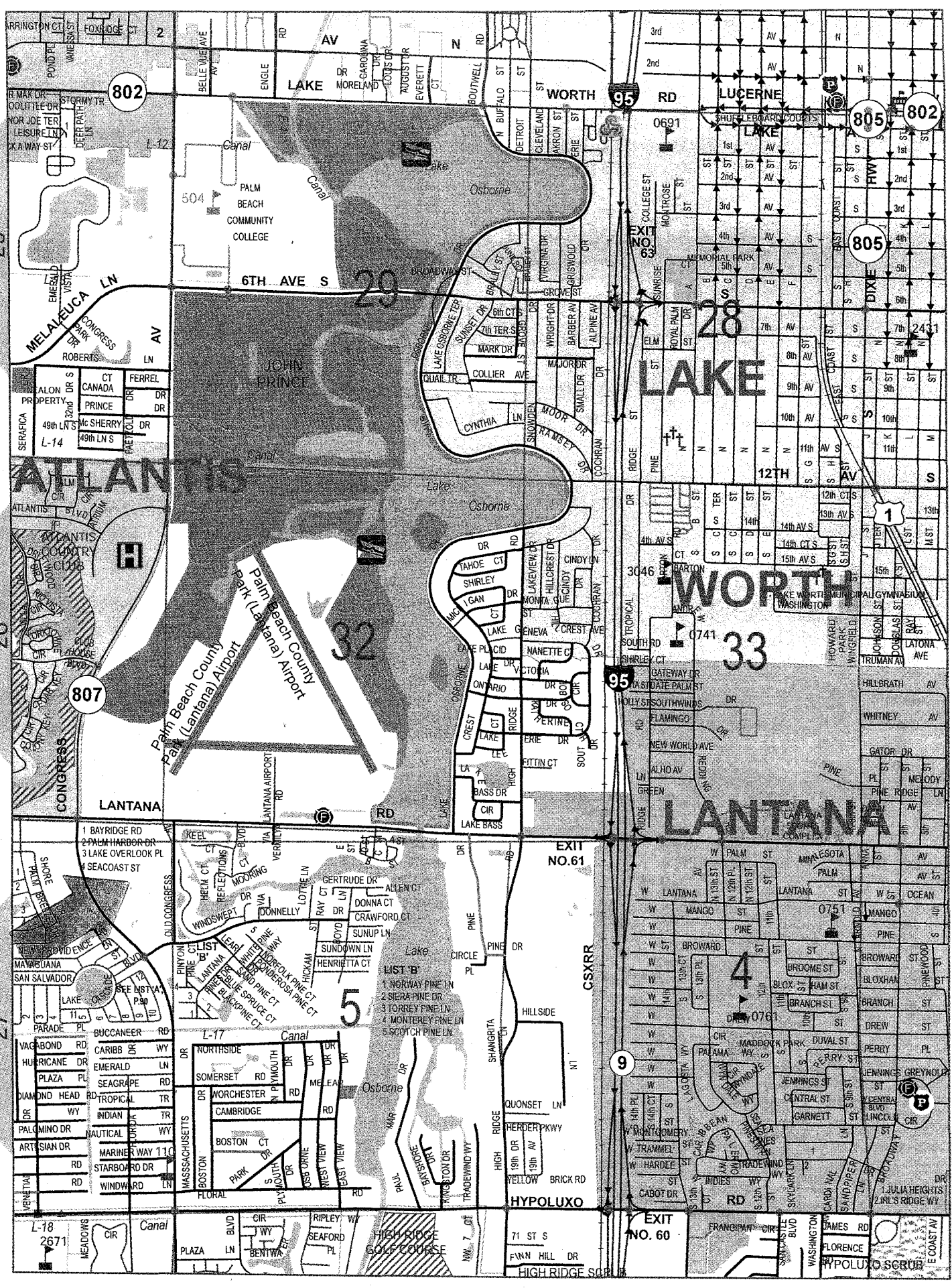
This summary is not to be used as a basis for payment.

Background and Policy Issues, continued:

The interlocal agreement assigns all responsibilities and obligations required to be performed by County in the Lease shall to the TCO, except for County's obligation to pay Landlord for: (i) Annual Rent; (ii) Additional Rent; (iii) Landlord's Work as set forth in Section 4.01 of the Lease; and (iv) approve changes to the Scope of Work as defined in the CM Contract. This would include TCO providing for their own facilities management and electronic services support.

Specifically, the assignments are as follows.

- TCO shall be directly responsible for all aspects of the Design Contract including payment, review of work product and any claim resolution from or related to the Design Contract.
- TCO shall be responsible for the general administration of the CM Contract, which includes ensuring compliance with all of the contract's requirements, including but not limited to those regarding, insurance coverage, Living Wage Ordinances and Small Business Enterprise Programs.
- TCO shall consult with and obtain the approval of FDO with regard to payments to the Contractor. TCO shall determine the amounts owed to the Contractor, based on TCO's on-site observations, and recommend, in writing, payments to Contractor in such amounts. TCO's recommendation of payment shall constitute TCO's representation to FDO that the Contractor's work has progressed to the point indicated, and that the work is in compliance with the CM Contract. By recommending payment, TCO represents to FDO that to the best of TCO's knowledge, the quality and quantity of Contractor's work, as it has been furnished and performed is in compliance with the CM Contract. Upon receipt of TCO's recommendation of payment, FDO will sign off on such payment and process the application to the County Clerk and Comptroller's Office for payment.
- TCO shall consult with and obtain the approval of FDO with regard to changes to the Contractor's work as set forth in the CM Contract, which include additions, deletions and revisions to the work.
- TCO shall conduct an inspection and conduct and/or observe any tests necessary to determine if the Contractor's work as set forth in the CM Contract is substantially complete. In addition, TCO shall conduct a final inspection to determine if the completed Contractor's work is acceptable so the TCO may recommend, in writing, final payment to Contractor. The TCO's recommendation of final payment shall include a written statement whereby the TCO represents to FDO that the Contractor's work is acceptable and has been completed in compliance with the CM Contract. The TCO shall prepare a close out package and submit it to FDO for FDO to process which will authorize final payment to the Contractor under the CM Contract.
- TCO acknowledges that any reference to FDO's approval, acceptance or authorization of payments to the Contractor or changes to the Contractor's work in connection with the CM Contract only establishes that FDO verified that the documentation requesting such payment or change complies with the County's administrative policies. Said approval, acceptance or authorization shall not constitute the acceptance or approval of the buildability of Contractor's work or suitability of any documents nor the approval or acceptance of the condition, status or progress of the Contractor's work, which shall remain the sole responsibility of TCO.



T44

T44

T45

LOCATION MAP
 ATTACHMENT # 1



RESOLUTION NO. R-2010-

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA,**

WHEREAS, the Tax Collector of Palm Beach County is a duly elected constitutional officer of Palm Beach County, and

WHEREAS, the Tax Collector of Palm Beach County operates a branch office, known as the Lake Worth Branch, which is located at 3551 South Military Trail, Lake Worth, Florida 33463, and

WHEREAS, the Tax Collector of Palm Beach County also operates branch offices located at:

Belle Glade Branch
2976 State Road 15
Belle Glade, 33430

North County Branch
3188 PGA Blvd.
Palm Beach Gardens, 33410

Mid Western Branch
200 Civic Center Way
Royal Palm Beach 33411

South County Branch
501 South Congress Avenue
Delray Beach 33445

and,

WHEREAS, the Lake Worth Branch office has been located in the same location since 1984 and is no longer adequate to meet the demands of the Tax Collector's clients, and

WHEREAS, the Board of County Commissioners approves replacing the Lake Worth Branch office and locating a new Lantana Service Center at 6228 S. Congress Avenue, Lantana, FL 33462, and

WHEREAS, Article VIII, Section 1(k), of the Constitution of the State of Florida requires a resolution of the Board of County Commissioners to approve the location of branch offices for the Tax Collector for the conduct of county business,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. The property located at 6228 S. Congress Avenue, Lantana, FL 33462, is approved and authorized as the site for a new Lantana Service Center for the Tax Collector of Palm Beach County for the conduct of county business and
2. The existence, operation, and locations of the other aforementioned branch offices of the Tax Collector of Palm Beach County are hereby ratified and affirmed as locations for the conduct of county business.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Burt Aaronson, Chair -
Commissioner Karen T. Marcus, Vice Chair -
Commissioner John F. Koons -
Commissioner Shelley Vana -
Commissioner Jess R. Santamaria -
Commissioner Steven L. Abrams -
Commissioner Priscilla A. Taylor -

The Chairman thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2010.

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

Commissioner Burt Aaronson, Chair

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("Agreement") is made and entered into _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Anne M. Gannon in her official capacity as the **Tax Collector of Palm Beach County**, a Constitutional Officer of the State of Florida, hereinafter referred to as the "TCO".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes authorizes local governmental units to make the most effective use of their resources by enabling them to cooperate with each other to provide services and facilities that will accord best with geographic, economic, population and other factors influencing the needs and development of the community; and permits public agencies to enter into Interlocal Agreements to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the TCO has determined the need for a facility to house the Lantana Service Center which will provide the full range of services offered by the TCO, including drivers license services; and

WHEREAS, the County has executed or intends to execute a lease for a facility to meet the TCO's needs which contains several financial and management responsibilities of the County which the County desires to contract with the TCO to assume; and

WHEREAS, the TCO is willing to accept and perform the responsibilities delineated in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the County and TCO agree as follows.

1. Recitals

The recitals set forth above are true and correct and are incorporated herein by reference.

2. Definitions

A. Building The 180,034 square feet of retail space located at 6228 South Congress Avenue in the Town of Lantana.

B. Capital Improvements Division (CID) A work unit within the County's Facilities Development & Operations Department (FDO) charged with responsibility for the design and construction of public facilities within the jurisdiction of the County.

- C. Construction Manager At-Risk Contract (CM Contract) The contract entered into between the Construction Manager and the Landlord and incorporated as Exhibit "D" to the Lease.
- D. Construction Manager or Contractor The entity which enters into a CM Contract with the Landlord for the construction of the tenant improvements which transform a portion of the Landlord's Building into the Facility.
- E. Consultant The designer or designers selected pursuant to a CCNA selection conducted by the TCO to provide architectural and engineering services through design and construction of the Facility.
- F. Design Contract The contract entered into between the TCO and the Consultant.
- G. Facility The Premises as defined in the Lease which is comprised of up to 37,724 square feet of space in the Building, as depicted on the floor plan attached and incorporated as Exhibit "B" to the Lease and includes the rights to parking spaces and common areas to be used by the TCO to house the Lantana Service Center and to provide a full range of services, including driver's license services.
- H. Landlord Larise Atlantis, Inc., a Florida corporation, that entered into the Lease with the County.
- I. Landlord's Work The tenant improvements that the Landlord will complete, as set forth in the CM Contract attached as Exhibit "D" to the Lease, in order to prepare a portion of the Building for the County's use and occupancy.
- J. Lease The Lease Agreement entered into between the County and Landlord and approved by the Palm Beach County Board of County Commissioners (R_____) for County's use of the Facility for the establishment and operation of a branch office for the TCO, a copy of which is attached hereto as "Exhibit A" and made a part hereof.
- K. Property and Real Estate Management (PREM) A work unit within FDO charged with responsibility for managing leases for public facilities within the jurisdiction of the County.
- L. Project Manager or PM. The person designated to act as a representative of either the TCO or the County who has primary responsibility for providing the various services to be rendered under this Agreement. The PM may be modified by the prefix of TCO, County, PREM or CID to reflect the group represented by the PM.
- M. Other Definitions The terms defined in any part of this Agreement shall have the meanings wherever capitalized herein.

3. Purpose

The purpose of this Agreement is to: (i) assign responsibility for management of the professional services in conjunction with the design of the Facility; (ii) describe the limited construction administrative services which will be provided by FDO and the full service construction administrative services which will be provided by TCO in conjunction with the construction of the Facility; (iii) assign responsibility for financial obligations set forth in the Lease; and (iv) assign responsibility for the County's daily management responsibilities for the completed Facility as set forth in the Lease.

In connection with Items (i) and (ii) referenced above, the TCO shall be responsible for all aspects of the administration and management of the services described therein, except for the responsibility for making payment to the Landlord for Landlord's Work and approving changes in the Landlord's Work requested by the TCO, which shall be the sole responsibility of the County.

In connection with Item (iii) referenced above, the County shall process and make all of the payments due to the Landlord, pursuant to the terms of the Lease, as well as process reimbursement invoices to the TCO for reimbursement of all such expenses. The TCO shall reimburse the County for all such expenses.

In connection with Item (iv) referenced above, the TCO shall coordinate all of the daily facilities management activities, which are the obligation of the County pursuant to the terms of the Lease, as well as act as the County's representative regarding all aspects of on-going management responsibilities as set forth in the Lease, except for in connection with: (i) making payments to the Landlord; (ii) modifying the payment terms, or any other term of the Lease; (iii) authorizing modifications to the Premises; and (iv) anything relating to Articles VII (Casualty), IX (Assignment and Subletting), X (Default) and XIV (Condemnation), all of which remain the County's responsibility. Notwithstanding anything stated herein to the contrary, TCO shall be responsible for the direct payment of all third party vendors required to carry out the foregoing responsibilities and for reimbursement to the County of any expenses that the County has pursuant to the Lease.

4. TCO and County Responsibilities Regarding Specific Contracts

A. Design Contract

1. TCO shall be directly responsible for all aspects of the Design Contract including payment, review of work product and any claim resolution from or related to the Design Contract.

B. CM Contract

1. TCO shall be responsible for the general administration of the CM Contract, which includes ensuring that the parties thereto are in compliance with all of the

contract's requirements, including but not limited to those regarding, insurance coverage, Living Wages Ordinances and Small Business Enterprise Programs.

2. TCO shall consult with and obtain the approval of FDO with regard to payments to the Contractor. TCO shall determine the amounts owed to the Contractor, based on TCO's on-site observations, and recommend, in writing, payments to Contractor in such amounts. TCO's recommendation of payment shall constitute TCO's representation to FDO that the Contractor's work has progressed to the point indicated, and that the work is in compliance with the CM Contract. In the case of work which is priced as an allowance, the TCO's recommendations of payment shall include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the CM Contract). By recommending payment, TCO represents to FDO that to the best of TCO's knowledge, the quality and quantity of Contractor's work, as it has been furnished and performed is in compliance with the CM Contract. Upon receipt of TCO's recommendation of payment, FDO will sign off on such payment and process the application to the County Clerk and Comptroller's Office for payment.
3. TCO shall consult with and obtain the approval of FDO with regard to changes to the Contractor's work as set forth in the CM Contract, which include additions, deletions and revisions to the work. Prior to making any such changes, TCO shall negotiate any necessary cost changes and shall initiate a Change Order or Contingency Use Directive covering such work and compensation and submit to FDO for final signatory approval by the appropriate authority.
4. TCO shall conduct an inspection and conduct and/or observe any tests necessary to determine if the Contractor's work as set forth in the CM Contract is substantially complete. In addition, TCO shall conduct a final inspection to determine if the completed Contractor's work is acceptable so the TCO may recommend, in writing, final payment to Contractor. The TCO's recommendation of final payment shall include a written statement whereby the TCO represents to FDO that the Contractor's work is acceptable and has been completed in compliance with the CM Contract. The TCO shall prepare a close out package and submit it to FDO for FDO to process which will authorize final payment to the Contractor under the CM Contract.
5. TCO acknowledges that any reference, in Section 4B of this Agreement, to FDO's approval, acceptance or authorization of payments to the Contractor or changes to the Contractor's work in connection with the CM Contract only establishes that FDO verified that the documentation requesting such payment or change complies with the County's administrative policies. Said approval, acceptance or authorization shall not constitute the acceptance or approval of the buildability of Contractor's work or suitability of any documents nor the approval or acceptance of the condition, status or progress of the Contractor's work, which shall remain the sole responsibility of TCO.

6. TCO acknowledges that it does not have the power nor authority to bind the County in any promise, agreement nor representation and shall not authorize such without the final approval of the appropriate level of approval by the County.

C. Lease

1. Except as otherwise provided in Section 3 of this Agreement, all responsibilities and obligations required to be performed by County in the Lease shall hereafter be assigned to and assumed by the TCO, except for County's obligation to pay Landlord for: (i) Annual Rent as set forth in Section 2.01 of the Lease; (ii) Additional Rent as set forth in Section 2.04 of the Lease; (iii) Landlord's Work as set forth in Section 4.01 of the Lease; and (iv) approved changes to the Scope of Work as defined in the CM Contract and set forth in Section 4.01.
2. TCO shall reimburse the County for all of the County's financial obligations under the terms of the Lease.
3. TCO acknowledges that the County is required to make payment to Landlord for County's financial obligations under the terms of the Lease within certain timeframes as set forth in the Lease. Therefore, TCO shall submit to County reimbursement for all such expenses within the timeframe requested by County in the reimbursement invoices.

5. Project Management

A. The TCO shall designate in writing a person to act as its PM (TCO PM). The TCO PM shall have complete authority to transmit instructions and receive information, with respect to the TCO's obligations under this Agreement. The TCO may retain a consultant whose services, duties and responsibilities shall be consistent with the terms of this Agreement; provided however, the TCO shall remain solely responsible for fulfilling all of the obligations set forth in this Agreement whether or not the TCO uses a consultant to fulfill its project management responsibilities. The TCO PM shall thoroughly familiarize themselves with the County's policy set forth in PPM #CW-F-050, a copy of which the County has provided to the TCO, relating to the approval of changes to the CM Contract to ensure timely review and approval of changes deemed appropriate.

B. The County shall designate in writing a person to act as its PM (County PM). The County PM shall have complete authority to transmit instructions and receive information, with respect to the County's obligations under this Agreement. The County may choose to assign different County PMs throughout the term of this Agreement and shall notify the TCO in writing of any changes in the assigned County PM. The County PM shall communicate only to the Contractor(s) through the TCO and the TCO shall advise the County as to all responses received from the Contractor. Notwithstanding the foregoing, TCO shall immediately notify and then

copy the County on all further correspondence relating to claims made by the Contractor or the Landlord.

C. The Director of FDO shall have the authority to approve and/or change orders in accordance with PPM #CW-F-050.

D. The TCO shall monitor and manage the Consultant's and the Construction Manager's actions so that they each comply with the timeframes set forth in the Design Contract and CM Contract, respectively, in order to: (i) maintain the project schedule; (ii) minimize and mitigate delays to the project schedule and (iii) minimize and mitigate delays in TCO's occupancy of the Facility.

6. Term of Agreement

The term of this Agreement shall commence on the Effective Date as hereinafter defined and shall continue until: (i) the Lease terminates or the County has been released from all of its obligations under the Lease and (ii) the TCO has paid the County all reimbursements due to the County, unless this Agreement is otherwise terminated pursuant to the terms hereof.

7. Liability

The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Furthermore, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

8. Amendments to this Agreement

This Agreement may be amended from time to time by written amendment executed by both parties and approved by the Palm Beach County Board of County Commissioners.

9. Termination

This Agreement may be terminated by the County at any time with thirty (30) days notice to the TCO. At the end of the thirty (30) day period, the TCO shall pay the County all reimbursements due to the County.

10. Notices

All notices, consents, approvals, 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 (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any such notice shall be the date of delivery of the notice if by personal delivery, courier service, or national overnight delivery service, or on the date of transmission with confirmed answer back if 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 designate the following addresses to which notices

may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to County at:

Department of Facilities Development & Operations
Attn: Director
2633 Vista Parkway
West Palm Beach, FL 33411-5605
Telephone: 561-233-0215
Fax: 561-233-0206

With a copy to:

County Administrator
301 N. Olive Avenue, Suite 1101
West Palm Beach, FL 33401
Telephone: 561-355-2712
Fax: 561-355-3982

(b) If to the TCO at:

Palm Beach County Tax Collector
Attn: Anne M. Gannon
301 N. Olive Avenue
West Palm Beach, FL 33401
Telephone: 561-355-2805
Fax: 561-355-4123

With a copy to:

Legal Services Department
Attn: General Counsel
301 N. Olive Avenue
West Palm Beach, FL 33401
Telephone: 561-355-2141
Fax: 561-355-1110

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

11. Governing Law/Venue/Enforcement Costs

This Agreement shall be governed by and interpreted according to the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County. In the event that any action, suit, or proceeding is commenced with respect to the interpretation or enforcement of this Agreement, each party in such action, suit, or proceeding shall be responsible

for its own costs, expenses and fees including without limitation, attorney's fees, incurred by such party in connection therewith.

12. Delegation of Duty

Nothing contained herein shall be deemed a delegation of the Constitutional or Statutory duties of any party.

13. Entirety of Agreement

This Agreement represents the entire understanding between the County and the TCO, and supersedes all other negotiations, representations or agreements whether written or oral, relating to this Agreement.

14. Non-Discrimination

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. Time of Essence

Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

16. Incorporation by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

17. Survival

Notwithstanding any early termination of this Agreement, TCO shall remain obligated to: (i) perform any duty, covenant and obligation imposed upon it hereunder that arises prior to the date of such termination and (ii) reimburse County for all financial obligations that accrue to the County under the terms of the Lease.

18. Effective Date

This Agreement shall be effective when signed by all parties and approved by the Palm Beach County Board of County Commissioners.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have duly executed this Interlocal Agreement as of the day and year first above written.

ATTEST:

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

**SHARON R. BOCK
CLERK & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
Assistant County Attorney

By: Anthony Wolf
Director
Facilities Development and Operations

ATTEST:

**ANNE M. GANNON, IN HER OFFICIAL CAPACITY
AS TAX COLLECTOR OF PALM BEACH COUNTY,
a State Constitutional Officer**

By: _____

By: _____
Anne M. Gannon, Tax Collector

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
James M. Brako, Director of Legal Services

10- 0459

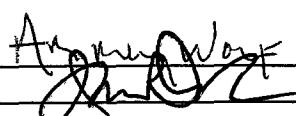

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

**PUBLIC BUILDING IMP FUND
3804**

BBRV 031810-254
BBEX 031810-980

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 3/17/2010	REMAINING BALANCE
<u>REVENUES</u>								
411 B513	4900 - Charges for Service Other	1,000,000	1,000,000	3,720,000		4,720,000	0	
	Total Receipts and Balances	<u>84,877,226</u>	<u>91,161,793</u>	<u>3,720,000</u>	<u>0</u>	<u>94,881,793</u>		
<u>EXPENDITURES</u>								
<u>Various Fac Imp-Con:</u>								
411 B513	4907 - Building Imp Non-Capital	1,000,000	1,000,000	3,660,000		4,660,000	473,822	4,186,178
	4410 - Building Lease			60,000		60,000	0	60,000
	Total Appropriations & Expenditure	<u>84,877,226</u>	<u>91,161,793</u>	<u>3,720,000</u>	<u>0</u>	<u>94,881,793</u>		

INITIATING DEPARTMENT/DIVISION
Facilities Development & Operations
Administration/Budget Department Approval
OFMB Department - Posted

Signatures	Date
	3/18/10
	3-18-10

By Board of County Commissioners
At Meeting of 3/23/10

Deputy Clerk to the
Board of County Commissioners

MD
3/18/2010