

Agenda Item #:

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

**5-C-2**

Meeting Date: December 20, 2011

☐ Consent  
☐ Workshop

☒ Regular  
☐ Public Hearing

Department:

Submitted By: Engineering & Public Works  
Submitted For: Streetscape Section

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to:**

- A) Adopt a Resolution to approve Amendment Number Eight to the County Incentive Grant Program Agreement R2001-2157 (Agreement) with the State of Florida Department of Transportation (FDOT) to extend the expiration date and provide for a reallocation of up to \$650,000 of the existing matching roadway construction funding for median beautification on Okeechobee Boulevard from State Road 7 to Florida's Turnpike (Improvements) and a Maintenance Memorandum of Agreement (MMOA) to ensure the maintenance of the Improvements and grassy areas within the above limits;
- B) Approve an exception to the 2002 policy that restricts Palm Beach County's (County) installation of median beautification to areas that are unincorporated and not contiguous to a municipality;
- C) Approve an Interlocal Agreement with the City of West Palm Beach (City) under which the City agrees to contribute \$100,000 towards the construction of the Improvements and accept all maintenance obligations for the Improvements and grassy areas; and
- D) Authorize the County Engineer or his designee to issue a Task Authorization not-to-exceed \$650,000 to construct the Improvements utilizing the Annual Roadway Landscaping Contract.

**SUMMARY:** On December 6, 2011, the Board of County Commissioners approved the Improvement concept at an amount of \$650,000 utilizing County funding of \$225,000, City funding of \$100,000 and FDOT's 50% matching funding of \$325,000. Adoption of the resolution to approve Amendment Number Eight and approve the MMOA will establish a reallocation of up to \$650,000 of budgeted but unused roadway construction funding for the Improvements and will obligate the County to maintain the Improvements and grassy areas.

(continued on page 3)

Districts 2 & 6 (MRE)

**Background and Justification:** Amendment Number Eight will extend the expiration date of the Agreement and establish a reallocation of up to \$650,000 of budgeted, but unused roadway construction funding for the Improvements.

(continued on page 3)

**Attachments:**

- 1. Location Sketch
- 2. County Incentive Grant Program Amendment Eight (7 originals)
- 3. Original County Incentive Grant Program Agreement
- 4. Maintenance Memorandum of Agreement with FDOT ( 4 Originals)
- 5. Interlocal Agreement with City ( 3 Originals)
- 6. Resolution (7 originals)

Recommended by:

*AS Hyle*

Division Director

Approved By:

*A. J. W. H.*

County Engineer

*12/19/2011*

Date

*12/19/11*

Date

*S. J. C.*

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$650,000</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>(\$425,000)</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>\$225,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget?    Yes   X   No

Budget Acct No.: Fund 3503 Dept. 361 Unit 0730 Object 6510

### Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund – Zone 3

CIGP Grant – FDOT

City of West Palm Beach

Okeechobee Blvd -W Of Sr7/E Of Jog

Work Order	\$650,000
FDOT Grant – 50% Match	<\$325,000>
City of West Palm Beach	<\$100,000>
Fiscal Impact	\$225,000

C. Departmental Fiscal Review:                     *atwillhite*                    

## III. REVIEW COMMENTS

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

\_\_\_\_\_  
OFMB

\_\_\_\_\_  
Contract Dev. and Control

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

\_\_\_\_\_  
Assistant County Attorney

### C. Other Department Review:

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

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

**(Summary continued from page 1)**

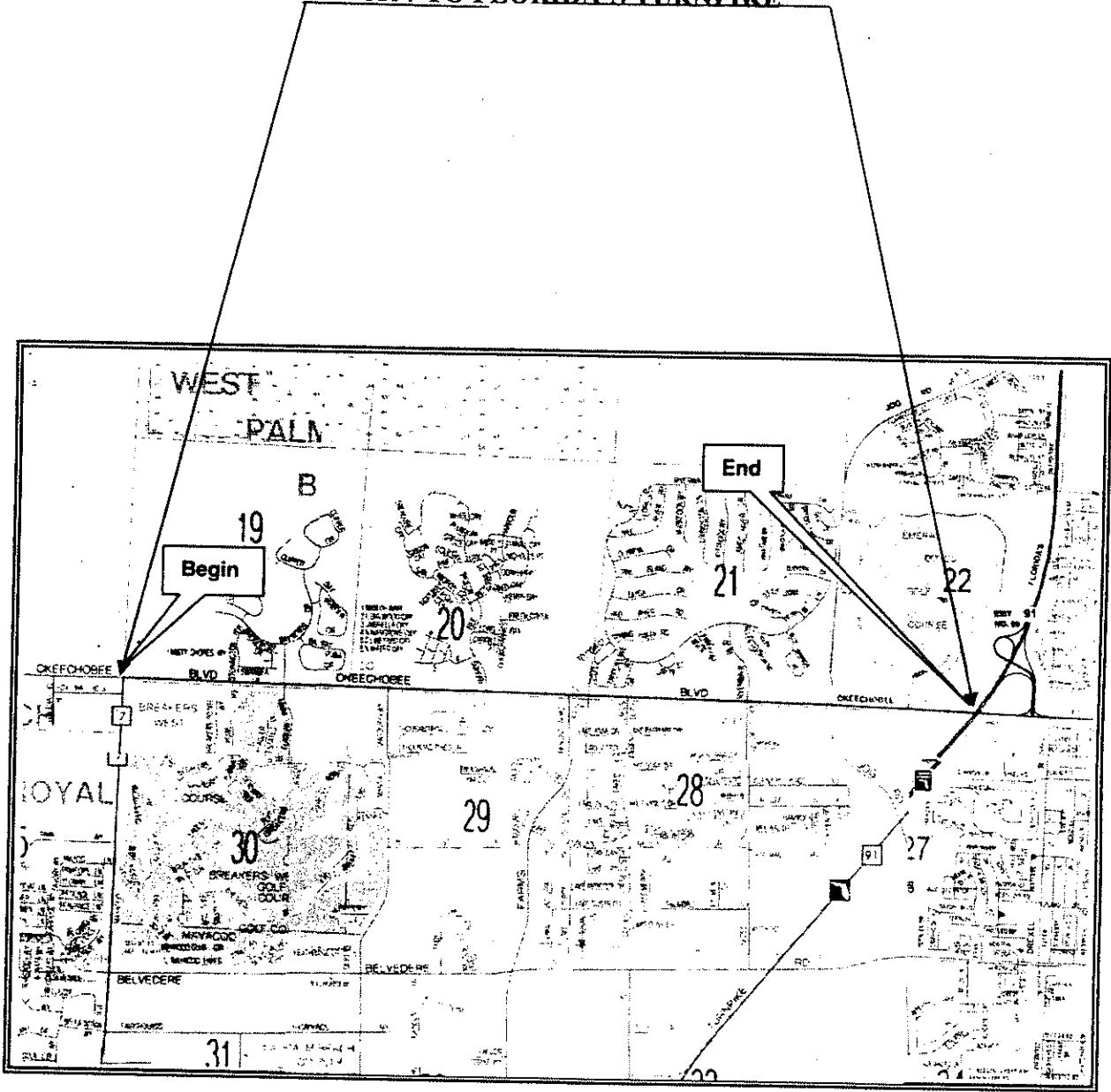
This action will also extend the expiration date of the Agreement. The County will then pass the maintenance obligations to the City. Approval of the Interlocal Agreement will obligate the City to contribute \$100,000 towards the construction of the Improvements and accept all maintenance responsibilities for the Improvements and grassy areas. In accordance with the terms of the original Agreement, matching funding would be utilized to install the Improvements. The County's one-time cost of \$225,000 is available in the roadway project's previously approved budget.

**(Background and Justification, continued from Page 1)**

In accordance with the terms of the original Agreement, as was the case with the road project, matching funding would be utilized to install the Improvements.

Approval of an exception to the policy that restricts the County's installation of median beautification to areas that are unincorporated and not contiguous to a municipality will enable staff to proceed with the installation of the Improvements. Approval of the MMOA will obligate the County to provide ongoing maintenance of the Improvements and grassy areas; however approval of the Interlocal Agreement with the City will delegate all those maintenance responsibilities to the City.

LOCATION MAP  
SR 704/ OKEECHOBEE BOULEVARD  
SR 7 TO FLORIDA'S TURNPIKE



LOCATION MAP

## Attachment 2

### County Incentive Grant Program Agreement

#### Amendment Number Eight – 7 Originals

Amendment Number Eight	3 pages
Exhibit A – Scope of Services	1 page
Exhibit B – Pay Items	4 pages
Exhibit C – MMOA	97 pages*

\*(includes Attachments and a page to identify  
MMOA as an Exhibit to CIGP Amendment)

Total per Original	105 pages
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**NOT FOR EXECUTION**

DUNS No.: 80-939-7102

CSFA No.: 55.008 & 55.026

**ORIGINALS TO BE PROVIDED  
BY FDOT**

Contract No.: AL-563

FM No: 409701-1-54-01

409701-1-58-01

Vendor No: VF 596-000-785

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
PALM BEACH COUNTY  
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT  
AMENDMENT NUMBER EIGHT

THIS Amendment, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the State Of Florida Department Of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and Palm Beach County, 2300 North Jog Road, West Palm Beach, Florida 33411, hereinafter called the COUNTY.

WITNESSETH

WHEREAS, on February 28, 2002, the parties entered into a County Incentive Grant Program Agreement, hereinafter referred to as the Agreement, wherein the COUNTY agreed to provide certain improvements in connection with Financial Management (FM) No(s). 409701-1-54-01 and 409107-1-58-01 for Widening & Resurfacing of SR-704/Okeechobee Road from 0.5 miles west of SR-7 to 0.1 miles East of Jog Road and hereinafter referred to as the Project; and

WHEREAS, the parties amended the AGREEMENT on April 27, 2004 (AMENDMENT NUMBER ONE), August 4<sup>th</sup>, 2006 (AMENDMENT NUMBER TWO), May 16<sup>th</sup>, 2007 (AMENDMENT NUMBER THREE), April 11, 2008 (AMENDMENT NUMBER FOUR), May 12, 2010 (AMENDMENT NUMBER FIVE), December 30, 2010 (AMENDMENT NUMBER SIX), and June 3, 2011 (AMENDMENT NUMBER SEVEN); and

WHEREAS, the parties hereto desire to further amend the Agreement; and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to further amend that certain County Incentive Grant Program Agreement dated February 28, 2002, and Amendment Number Seven dated June 3, 2011 as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This Amendment adds landscaping services to this Agreement. The COUNTY shall be responsible for the installation of landscaping along SR-704/Okeechobee Blvd., within the Project's limits. Refer to Exhibit A of this Amendment, attached hereto and made apart hereof. No additional compensation shall be given to the COUNTY under this Amendment.
3. Paragraph 1 of the Agreement entitled, Service & Performance, page 2 of 9, is amended to add the following provisions to the terms set forth therein:

G. The Department must approve in writing any consultant and/or contractor scope of services including the Project's budget. The COUNTY shall obtain the DEPARTMENT's approval of plans and specifications prior to work being performed. All work within the DEPARTMENT's right of way shall be constructed to the current edition of FDOT Standard Specifications for Road and Bridge Construction (2010), as amended.

4. Paragraph 3A iv), page 3 of 9, of the Agreement is amended to read as follows:

All costs charged to the Project shall be supplied by properly executed payrolls, time records, invoices, contracts, and/or vouchers evidencing in proper detail the nature and propriety of the charges. The COUNTY will be reimbursed only for actual expenses incurred during the Agreement time period that directly related to the installation of landscaping along SR-704/Okeechobee Blvd.

5. Paragraph 3 of the Agreement entitled, Compensation and Payment, page 3 of 9, is amended to add the following provisions to the terms set forth therein:

K. The COUNTY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of services to be performed and the criteria for evaluating successful completion. The deliverables for this Project are shown in **Exhibit B**, Pay Items, which are attached hereto and made a part of this Amendment.

L. Upon submission of a quarterly invoice, the DEPARTMENT's Project Manager will notify the DEPARTMENT's local Operations Engineer to inspect and verify that services by the COUNTY has met or does not meet the DEPARTMENT's standards/minimum level of service.

M. Invoices shall be submitted by the COUNTY in detail sufficient for proper preaudit and postaudit thereof, based on quantifiable, measurable, and verifiable units of deliverables as established in **Exhibit B**. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to any reimbursement.

Supporting documentation must establish that the deliverables were received and accepted in writing by the COUNTY and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 5L of this Amendment, has been met.

N. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project. Invoices submitted after the 180 days time period may not be paid. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final cost documentation, and proper submission of a detailed invoice after the Project has been inspected, approved, and accepted to the satisfaction of the DEPARTMENT in writing.

O. The COUNTY and the DEPARTMENT shall comply with the provisions set forth in **Exhibit C**, Maintenance Memorandum of Agreement (MMOA), which is attached hereto and made part of this Amendment. The PARTICIPANT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of **Exhibit C**.

All provisions, covenants, terms and conditions of the AGREEMENT between the parties theretofore entered into of February 28, 2002, amended on April 27, 2004, August 4, 2006, May 16<sup>th</sup>, 2007, April 11, 2008, May 12, 2010, December 30, 2010, and June 3, 2011, respectively, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

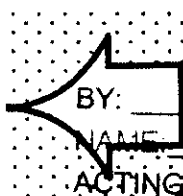
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IN WITNESS WHEREOF, this AMENDMENT is executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this Amendment by Resolution No. \_\_\_\_\_, hereto attached.

PALM BEACH COUNTY, Florida, A  
Political Subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: Karen T. Marcus  
TITLE: CHAIR  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_



BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ACTING DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:  
SHARON R. BOCK

LEGAL REVIEW:

CLERK & COMPTROLLER (SEAL)  
CIRCUIT COURT Deputy Clerk

BY: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED:

BY: *Marcus*  
COUNTY ATTORNEY

BY: \_\_\_\_\_  
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED AS TO TERMS AND CONDITIONS:

BY: *AS*



## Attachment 3

# Original County Incentive Grant Program Agreement

Original CIGP Agreement

9 pages

16563  
R2001 2157 DEC 18 2001

Form 525-010-41  
OGC - POLICY PLANNING  
1 of 9

Catalog of State Financial Assistance No. 55.008

Financial Project No.: 409701-1-54-01  
COUNTY: Palm Beach

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
COUNTY INCENTIVE GRANT PROGRAM AGREEMENT

This is an Agreement by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and PALM BEACH COUNTY, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044, Florida Statutes, to enter into this Agreement; and

WHEREAS, the County Incentive Grant Program has been created by Section 339.2817, Florida Statutes, to provide grants to counties to improve a transportation facility which is located on the State Highway System or which relieves traffic congestion on the State Highway System; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2817, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance under Financial Project No. 409701-1-54-01 for the widening and resurfacing of SR704/ Okeechobee Blvd. From SR7/441 to Florida's Turnpike, hereinafter referred to as the "PROJECT," in accordance with Section 339.2817, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. R-2001-2157 dated the 18 day of December, 2001, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners to enter into this Agreement.

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

1-SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT consists of: construction and construction engineering inspection.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local statutes, rules and regulations, and standards. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the applicable standards, statutes, rules and regulations in writing.

C. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT. COUNTY shall provide the DEPARTMENT with quarterly progress reports.

D. i) For projects located on the State Highway System, the DEPARTMENT must approve any consultant and/or contractor scope of services including project budget. COUNTY shall obtain DEPARTMENT approval of plans and specifications prior to bidding the project. This provision applies only to projects located on the State Highway System.

ii) The COUNTY must certify that the consultant has been selected in accordance with the Consultants= Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT as required by Section 2 of the Standard Specification for Road and Bridge Construction (2000), as amended.

E. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

F. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:	TO COUNTY:
Josephine Softy	George Webb, County Engineer
3400 W. Commercial Boulevard	160 Australian Avenue
Ft. Lauderdale, Florida 33309	West Palm Beach, FL 33406

## 2-TERM

A. The COUNTY shall perform the PROJECT activities in accordance with the following schedule:

- Design to be completed on or before December 31, 2003.
- Construction contract to be let on or before December 31, 2004
- Construction to be completed on or before December 31, 2005 --

B. This Agreement shall not be renewed. Any extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

### 3-COMPENSATION AND PAYMENT

A. The parties agree that the estimated total project costs are \$8,000,000. The parties further agree that the DEPARTMENT'S maximum participation is \$3,570,000 and all remaining costs of the project will be borne by the COUNTY.

i) The COUNTY shall submit one invoice (4 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager for approval and processing:

  X   - monthly, or

       - quarterly, or

       - once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

ii) Any provisions for an advance payment are provided in Exhibit "A" attached to this agreement.

iii) In the event the COUNTY proceeds with the design, construction and construction engineering inspection services (CEI) of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

iv) All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

B. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department's Comptroller under Section 334.044 (29), Florida Statutes.

C. If this contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.

D. The DEPARTMENT's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

E. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

F. Travel costs will not be reimbursed.

G. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

H. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and

records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

I. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

J. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

#### 4-INDEMNITY AND INSURANCE

A. i) To the extent allowed by Section 768.28, Florida Statutes, the COUNTY hereby agrees to indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the COUNTY, its officers, agents, employees, or due to any negligent act or occurrence of omission or commission of the COUNTY, its officers, agents, employees. Neither COUNTY nor any of its officers, agents, employees, contractors/subcontractors, consultants/subconsultants will be liable under this section for the negligence of the DEPARTMENT or any of its officers, agents or employees.

ii) The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the

DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees. Neither the contractor/consultant, nor any of its officers, agents or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents or employees."

B. **LIABILITY INSURANCE.** The COUNTY shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specification for Road and Bridge Construction (2000), as amended.

C. **WORKER'S COMPENSATION.** The COUNTY shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

#### 5-COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Contract for purposes other than those set out in Section 337.274, Florida Statutes.

E. Recipients of state funds are to have audits done annually using the following criteria.

State awards will be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the awarding state agency.

In the event that a recipient expends \$300,000 or more in State awards during its fiscal year, the recipient must have a state single or program specific audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General.

If a recipient expends less than \$300,000 in State awards during its fiscal year, an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General is not required. If a recipient expends less than \$300,000 in State awards during its fiscal year and elects to have an audit conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General, the cost of the audit must be paid from non-State funds.

Reporting Packages and management letters generated from audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be submitted to the awarding FDOT office, by the recipient, within 30 days of receiving it. The afore mentioned items are to be received by the appropriate FDOT office no later than 9 months after the end of the recipient's fiscal year.

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit finding is required. Current year audit findings require corrective action and status of finding.

Project records shall be retained and available for at least 3 years from the date the audit report is issued. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit workpapers shall be given FDOT, the Comptroller, and the Office of the Auditor General.

The recipient shall submit required audit documentation as follows:

A Financial Reporting Package of audits conducted in accordance with Section 215.97, Florida Statutes, and Chapter 10.600, Rules of the Auditor General shall be sent to:

State of Florida Auditor General  
Attn: Ted J. Sauerbeck  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, FL 32302-1450

## 6-TERMINATION AND DEFAULT

A. This Contract may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY

shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Contract may be canceled by the COUNTY upon (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the COUNTY.

#### 7-MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements



whether oral or written. It is further agreed that 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 of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

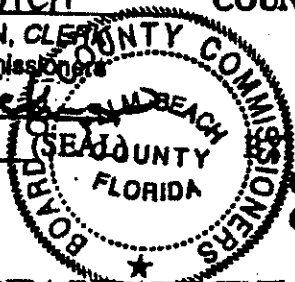
F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Palm Beach County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT or terminated in accordance with Section 6.

H. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

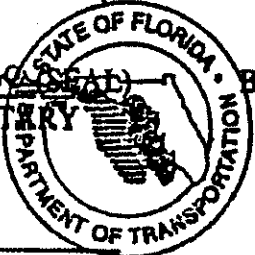
IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed in its behalf this 18 day of DECEMBER, 2001, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number R-2001-2157 of the Board on the 18 day of December, 2001, and the DEPARTMENT has executed this Agreement through its District Secretary for District 4, Florida Department of Transportation, this 28 day of FEBRUARY, 2002.

PALM BEACH COUNTY, FLORIDA R2001 2157  
DOROTHY H. WILKEN, CLERK  
Board of County Commissioners  
By Charles C. Hefner DEPUTY CLERK  
ATTEST: [Signature] DEC 18 2001  
CLERK CHAIRMAN, BOARD OF  
COUNTY COMMISSIONERS



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: Nicole Vambol EXECUTIVE SECRETARY  
BY: [Signature] DISTRICT SECRETARY  
DISTRICT 4



NAME: \_\_\_\_\_

DOT Legal Review:  
[Signature]  
Availability of Funds Approval:  
\_\_\_\_\_  
(Date)

APPROVED AS TO TERMS  
AND CONDITIONS

BY: [Signature]

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY  
BY: [Signature]  
County Attorney

## Attachment 4

### Maintenance Memorandum of Agreement 4 Originals

MMOA	19 pages
Exhibit A - Project location & Maintenance Boundaries	3 pages
Exhibit B - Landscape Improvement Plans (with summary of quantities)	74 pages
Total per Original MMOA	96 pages

SECTION No.: 93280  
FM No. (s): 409701-1-58-01  
409701-1-54-01  
Connected JPA No: AL563  
S.R. No.: 704

**DISTRICT FOUR (4)**  
**LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and Palm Beach County, a political subdivision, existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT has jurisdiction over State Road 704 (Okeechobee Boulevard) as part of the State Highway System as described in Exhibit A; and

**WHEREAS**, the AGENCY seeks to install and maintain certain landscape improvements within the right of way of State Road 704 (Okeechobee Boulevard) as described within Exhibit B; and

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in Exhibit A (attached hereto and incorporated by reference herein) within the unincorporated County; and

**WHEREAS**, the AGENCY is of the opinion that highway facilities within the AGENCY'S limits that contain *landscape improvements* (plant materials, irrigation system and/or hardscape) to medians and areas outside the travelway to the right of way line and areas within the travelway that may contain specialty surfacing (concrete pavers, and/or stamped asphalt or stamped concrete), including any other hardscape (if applicable), but excluding standard concrete sidewalk, shall be maintained by periodic pruning, mowing, fertilizing, weeding, litter pick-up, necessary replanting, irrigation repair and/or repair of any median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

**WHEREAS**, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

## 2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project (s) and incorporated herein as Exhibit B. *Hardscape* shall mean, but not be limited to: any landscape accent lighting, fountain, tree grates, decorative free standing wall, and/or sidewalk, median and roadway specialty surfacing such as, but not limited to: concrete pavers, stamped asphalt or stamped concrete.

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA); all plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right-of-way shall be installed and pruned to prevent encroachment to roadways, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- (e) The AGENCY shall provide the DEPARTMENT accurate as-built plans of the system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible.
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local maintenance office and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) All hardscape shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.

- (h) As described in the plans, Exhibit B.
- (i) All activities, including landscape improvements installation and future maintenance operations performed on State highway right-of-way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Design Standards*, Index 600 Series, *Traffic Control through Work Zones*.
- (j) The most current edition of *FDOT Design Standards*, Index 546 must be adhered to.
- (k) Horizontal Clearance and Clear Zone as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 and *FDOT Design Standards*, Index 700 must be adhered to.
- (l) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-40, Part 1 and Part III.)
- (m) The AGENCY shall provide the local FDOT Operation Center, located at (Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 432-4966, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (n) If there is a need to restrict the normal flow of traffic, it shall be done on off-peak hours (9 AM to 3 PM), and the party performing such work shall give notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the landscape improvements. The DEPARTMENT'S Public Information Office shall also be notified.
- (o) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits.
- (p) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and Exhibit C, the *Maintenance Plan* for maintenance activities for landscape improvements.

### 3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in Exhibit A and as defined as: plant materials, irrigation, and / or hardscape within the medians and areas outside the travelway to the right of way line and areas within the travelway containing specialty surfacing as existing and as described in Exhibit B. The non-standard improvements outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others by periodic

pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, Exhibit C, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped / turfed and hardscape areas within the median and areas outside the travelway to the right-of-way and areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard surfacing and the associated header curb and concrete areas on DEPARTMENT right-of-way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original landscape improvements project standards. Palms shall be kept fruit free year round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway for these improvements, all costs associated with the utilities associated with landscape accent lighting and/or irrigation system including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.
- D. The above named functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility mentioned above, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- (1) Complete the installation, or part thereof, with the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or/and
- (2) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (3) Terminate the Agreement in accordance with Paragraph 9, and remove, by the DEPARTMENT or private Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements except as to trees and palms and charge the AGENCY the reasonable cost of such removal.

B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended for the landscape improvements, should the landscape improvements fail to be maintained in accordance with the terms and conditions of this Agreement in the amounts listed in those plans.

#### 5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar day's notice to remove said landscape/hardscape after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

#### 6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:



- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed at no cost to the DEPARTMENT.

#### 7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape or hardscape improvements within the limits of the right of-way identified in Exhibit A of this Agreement. The AGENCY shall be responsible for maintaining under this agreement those improvements subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

#### 8. AGENCY REIMBURSEMENT

The DEPARTMENT and the AGENCY intend to enter into a separate agreement as further described in Exhibit D attached hereto and made a part hereof.

The DEPARTMENT shall be invited to assist the AGENCY in final inspections before acceptance of the job by the AGENCY. The DEPARTMENT must approve the landscape improvements before the contractor is released.

#### 9. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119,

Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

#### 10. AGREEMENT TERM

The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

#### 11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
- B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
  - (a) AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies, which policies shall accordingly be endorsed. The AGENCY shall deliver proof of such coverage to the DEPARTMENT.
  - (b) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
  - (c) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

12. E-VERIFY REQUIREMENTS

AGENCY;

- (1) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - (2) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
13. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except as provided in Paragraph number 8 or as otherwise provided in this agreement.
  14. The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, nor enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money will/may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.
  15. The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
  16. This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT. Nothing herein shall prevent the County from delegating its duties hereunder, but such delegation shall not release the County from its obligation to perform under this Agreement.
  17. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:

State of Florida Department of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309-3421  
Attention: Elisabeth A. Hassett, R.L.A.  
FDOT District IV Landscape Architect

If to the AGENCY:

Palm Beach County  
2300 N. Jog Road, 3<sup>rd</sup> Floor  
West Palm Beach, Florida 33411  
Attention: Andrew S. Hertel AICP  
Manager, Streetscape

19. LIST OF EXHIBITS

Exhibit A: Roadway Project Location & Landscape Improvements Location  
Maintenance Boundaries  
Exhibit B: Landscape Improvements Plans  
Exhibit C: Maintenance Plan for Landscape Improvements  
Exhibit D: Approximate Cost for Landscape Improvements

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first above written.

PALM BEACH COUNTY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Chair/Chairperson/Mayor

By: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Clerk

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

Legal Review

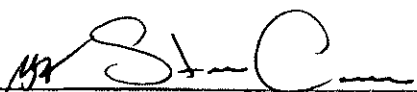
Date

Legal Review

Date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Office of the General Counsel

  
\_\_\_\_\_  
Approved as to  
Terms and Conditions

SECTION No.: 93280  
FM No. (s): 409701-1-58-01  
409701-1-54-01  
Connected JPA No: AL563  
S.R. No.:

**EXHIBIT A**

**ROADWAY PROJECT LOCATION AND LANDSCAPE IMPROVEMENTS LOCATION  
MAINTENANCE BOUNDARIES**

**I. LANDSCAPE IMPROVEMENTS LOCATION:**

State Road 704 (Okeechobee Boulevard) from State Road 7 (US 441) (M.P. 0.000) to State Road 91 (Florida Turnpike) (M.P. 3.69) (Medians)

**II. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**

State Road 704 (Okeechobee Boulevard) from State Road 7 (US 441) (M.P. 0.000) to State Road 91 (Florida Turnpike) (M.P. 3.69) (ROW to ROW)

**III. LANDSCAPE IMPROVEMENTS MAINTENANCE MAP:**

*Please see attached*

## Attachment 5

### Interlocal Agreement with City – 3 Originals

Interlocal Agreement	9 pages
Attachment 1 – MMOA (includes attachments)	96 pages
Total per Original	105 pages

**STATE ROAD 704 (OKEECHOBEE BOULEVARD) STATE HIGHWAY INTERLOCAL  
AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH AND PALM BEACH  
COUNTY.**

**THIS INTERLOCAL AGREEMENT** made and entered into this \_\_\_\_\_ day of  
\_\_\_\_\_, 2011, by and between the City of West Palm Beach, (hereinafter  
"CITY"), and Palm Beach County, (hereinafter "COUNTY"), political subdivisions of the  
state of Florida, existing under the Laws of Florida.

**WITNESSETH**

**WHEREAS**, the **COUNTY** plans to undertake the construction of landscaping  
and irrigation improvements in accordance with plans that were developed with input  
from the **CITY** and representatives of adjacent communities (hereinafter  
"IMPROVEMENTS") as components of its project to eight-lane the Florida Department of  
Transportation's (hereinafter "DEPARTMENT") State Road 704 from State Road 7 to  
Florida's Turnpike; and

**WHEREAS**, the **COUNTY** will provide 34.6% partial funding, not to exceed TWO  
HUNDRED TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$225,000.00) for its  
construction of the **IMPROVEMENTS**; and

**WHEREAS**, the **CITY** will provide 15.4% partial funding, not to exceed ONE  
HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00); and

**WHEREAS**, the **COUNTY** will utilize **DEPARTMENT**'s 50% matching funding,  
not to exceed THREE HUNDRED TWENTY-FIVE THOUSAND and 00/100 DOLLARS  
(\$325,000.00) to assist with funding its construction of the **IMPROVEMENTS**; and

**WHEREAS**, **COUNTY** will construct the **IMPROVEMENTS** for a total cost  
(combined **DEPARTMENT**, **COUNTY** and **CITY** costs) not to exceed SIX HUNDRED  
FIFTY THOUSAND and 00/100 DOLLARS (\$650,000.00); and

**WHEREAS**, the **DEPARTMENT** requires a Maintenance Memorandum of  
Agreement (hereinafter "MMOA"), for maintenance of such **IMPROVEMENTS** when  
**DEPARTMENT** funds are utilized for their construction; and

**WHEREAS**, the **DEPARTMENT** and the **COUNTY** are of the opinion that said  
**IMPROVEMENTS** shall require substantial trimming, cutting, mowing, fertilizing, litter  
pick-up, necessary replanting and repairs, hereinafter "**MAINTENANCE**"; and

**WHEREAS**, the **DEPARTMENT** requires that the **MMOA** must be between the  
**DEPARTMENT** and the local government receiving their funding, in this case the  
**COUNTY**; and

1           **WHEREAS, COUNTY** will not maintain the **IMPROVEMENTS** because they will  
2 be located within the municipal limits of the **CITY**, and such maintenance would be  
3 against **COUNTY** policy; and

4           **WHEREAS**, in order to facilitate the implementation of the **IMPROVEMENTS**, the  
5 **CITY** agrees to be responsible for **MAINTENANCE** of the **IMPROVEMENTS** in  
6 conformance with the **DEPARTMENT's** requirements as detailed in the **MMOA**,  
7 attached hereto and incorporated herein as Attachment "1"; and

8           **WHEREAS**, the **CITY** is willing and able to meet all obligations which the  
9 **COUNTY** would assume under the **DEPARTMENT's MMOA**; and

10           **WHEREAS**, following the **COUNTY's** completion of the **IMPROVEMENTS**, the  
11 **COUNTY** will transfer the Florida Power and Light Co. utility accounts that were  
12 established in the name of the **COUNTY** to power certain components of the  
13 **IMPROVEMENTS**, such as irrigation systems, to the **CITY**; and

14           **WHEREAS**, the **CITY** is willing and able to accept the transfer of, and assume  
15 responsibility for Florida Power and Light Co. utility accounts and charges for providing  
16 ongoing electricity needed to power certain components of the **IMPROVEMENTS**, such  
17 as irrigation systems; and

18           **WHEREAS**, it is the general intent of this Agreement to establish that the **CITY**  
19 commits to such obligations prior to the **COUNTY** installing the **IMPROVEMENTS**; and

20           **WHEREAS**, the parties hereto mutually recognize the need for entering into an  
21 Agreement designating and setting forth the responsibilities of each party.

22           **NOW THEREFORE**, for and in consideration of the mutual benefits to flow each  
23 to the other, the parties covenant and agree as follows:

- 24           1. The above recitations are true and correct incorporated in this Agreement.
- 25           2. The **COUNTY** agrees to construct the **IMPROVEMENTS** utilizing  
26 **DEPARTMENT, COUNTY** and **CITY** funding for a total cost not to exceed SIX  
27 HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$650,000.00).
- 28           3. The **CITY** shall provide a one time payment of ONE HUNDRED THOUSAND  
29 AND 00/100 DOLLARS (\$100,000) to the **COUNTY** as their contribution to the  
30 construction of the **IMPROVEMENTS**. Payment shall be due forty-five (45) days  
31 after the execution of this Agreement.
- 32           4. The **CITY** agrees to provide **MAINTENANCE** of the **IMPROVEMENTS** and all  
33 right of way within the medians and all areas outside the travelway (**GRASSY**  
34 **AREAS**) as detailed in the **MMOA** (see Attachment "1"). **MAINTENANCE**



functions to be performed by the **CITY** shall be subject to periodic inspections by the **DEPARTMENT** and/or the **COUNTY** at the discretion of the **DEPARTMENT** and/or the **COUNTY**. Such inspection findings will be shared with the **CITY** and shall be the basis of all decisions regarding reworking of improvements or Agreement termination. The **CITY** shall not change or deviate from the requirements of Attachment "1" without written approval of the **DEPARTMENT** and the **COUNTY**.

5. If at any time after the **CITY** has assumed the **MAINTENANCE** responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT's** District Secretary or the **COUNTY** that the **IMPROVEMENTS** and/or **GRASSY AREAS**, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary or the **COUNTY** may at the option of either issue a written notice that a deficiency or deficiencies exist (s), by sending a certified letter to the **CITY** to place the **CITY** on notice thereof. Thereafter the **CITY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** and/or **COUNTY** may, at their option proceed as follows:

- (a) Maintain the **IMPROVEMENTS** and/or **GRASSY AREAS**, or a part thereof, with **DEPARTMENT**, **COUNTY**, or a private contractor's personnel and invoice the **CITY** for expenses incurred, or
- (b) Terminate the Agreement in accordance with Paragraphs 6, 7 and 8 of this Agreement and remove, by **DEPARTMENT**, **COUNTY**, or private contractor's personnel, all or part of the **IMPROVEMENTS** maintained under this Agreement or any preceding agreements and charge the **CITY** the reasonable costs for such removal.

The **CITY** agrees to reimburse the **COUNTY** all monies expended by the **COUNTY** to maintain the deficiencies or remove the deficient **IMPROVEMENTS** as noted above.

6. It is understood between the parties hereto that the **IMPROVEMENTS** covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** and/or the **COUNTY** in order that this State Road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT** and/or the **COUNTY**. The **CITY** shall be given sixty (60) calendar days notice to remove

- 1        said landscaping/hardscape after which time the **DEPARTMENT** or **COUNTY**  
2        may remove the same. The **CITY** agrees to reimburse the **COUNTY** for all  
3        monies expended by the **COUNTY** for removing, relocating, or adjusting the  
4        **IMPROVEMENTS** as noted above.
- 5        7. The **COUNTY** is entering into an **MMOA** with the **DEPARTMENT** for  
6        **MAINTENANCE** of the **IMPROVEMENTS**, which includes a non-performance  
7        clause that obligates the **COUNTY** to reimburse the **DEPARTMENT** their original  
8        funding amount not to exceed \$325,000.00 as defined in the **MMOA** (see  
9        Attachment "1"). The **CITY** agrees to reimburse the **COUNTY** all monies  
10       expended for the **DEPARTMENT**'s funding of the **IMPROVEMENTS** should the  
11       **CITY** fail to maintain the **IMPROVEMENTS** in accordance with the terms and  
12       conditions of this Agreement, to the extent that this failure triggers the  
13       **DEPARTMENT** demanding reimbursement from the **COUNTY** under similar  
14       provisions in the **MMOA**.
- 15       8. The **CITY** agrees to reimburse the **COUNTY** all monies expended for the  
16       **COUNTY**'s funding (\$225,000) of the **IMPROVEMENTS** should the **CITY** fail to  
17       maintain the **IMPROVEMENTS** as defined in the **MMOA** in accordance with the  
18       terms and conditions of this Agreement.
- 19       9. This Agreement may be terminated under any one of the following conditions:  
20              (a) By the **COUNTY**, if the **CITY** fails to perform its duties under  
21              Paragraphs 3 and 4, following ten (10) days written notice.  
22              (b) By the **COUNTY**, for refusal by the **CITY** to allow public access to all  
23              documents, papers, letters, or other material subject to the provisions  
24              of Chapter 119, Florida Statutes and made or received by the **CITY** in  
25              conjunction with this Agreement.  
26              (c) In the event of termination, the **CITY** shall not be relieved of liability to  
27              the **DEPARTMENT** and **COUNTY** for damages sustained by the  
28              **DEPARTMENT** and/or **COUNTY** by virtue of any breach of the  
29              contract by the **CITY**.
- 30       10. Within 30 days of the execution of this Agreement, the **COUNTY** will transfer the  
31       Florida Power and Light Co. utility accounts that were established in the name of  
32       the **COUNTY** to power certain components of the **IMPROVEMENTS**, such as  
33       irrigation systems, to the **CITY**.

- 1        11. The **CITY** will accept the transfer of, and assume responsibility for Florida Power  
2            and Light Co. utility accounts and charges for providing ongoing electricity  
3            needed to power certain components of the **IMPROVEMENTS**, such as irrigation  
4            systems.
- 5        12. This Agreement will become effective upon filing a copy of the signed  
6            Agreement with the Palm Beach County Clerk and Comptroller's Office. The  
7            **CITY** shall have no obligation to begin maintenance of the **IMPROVEMENTS** or  
8            **GRASSY AREAS** as detailed in the **MMOA** until installation of the  
9            **IMPROVEMENTS** has been completed and written notification has been  
10           provided to the **CITY** to commence required maintenance. The term of this  
11           Agreement shall remain in effect for twenty-five (25) years.
- 12       13. **CITY** shall, at all times during the term of this Agreement, maintain in force its  
13           status as a self-insured entity.
- 14       14. **CITY** recognizes that it is an independent contractor, and not an agent or servant  
15           of **COUNTY** or its Board of County Commissioners. In the event a claim or  
16           lawsuit is brought against **COUNTY**, its officers, employees, servants or agents,  
17           relating to the **IMPROVEMENTS** or any item addressed in this Agreement which  
18           is the responsibility of **CITY**, **CITY** hereby agrees, to the extent permitted by law,  
19           to indemnify, save and hold harmless **COUNTY**, its officers, employees, servants  
20           or agents, and to defend said persons from any such claims, liabilities, causes of  
21           action and judgments of any type whatsoever arising out of or relating to the  
22           negligent or wrongful acts or omissions of **CITY** relating to the obligations of  
23           **CITY** under this Agreement. **CITY**, to the extent permitted by law, agrees to pay  
24           all costs and expenses incurred by **COUNTY**, its officers, employees, servants or  
25           agents in connection with such claims, liabilities or suits except as may be  
26           incurred due to the negligence of **COUNTY**. Such liability is subject to the  
27           provisions of law, including the limits included in Section 768.28, Florida Statutes,  
28           which sets forth the partial waiver of sovereign immunity to which governmental  
29           entities are subject. It is expressly understood that this provision shall not be  
30           construed as a waiver of any right or defense that the **CITY** has under Section  
31           768.28 or any other statute.
- 32       15. **CITY** shall promptly notify **COUNTY** of any lawsuit-related complaint, or cause of  
33           action threatened or commenced against it which arises out of or relates, in any  
34           manner, to the performance of this Agreement.

- 1        16. The **CITY** may construct additional landscaping within the limits of the rights-of-  
2        way identified as a result of this document, subject to the following conditions:
- 3            (a)    Plans for any new landscaping shall be subject to approval by the  
4            **COUNTY** and the **DEPARTMENT**. The **CITY** shall not change or  
5            deviate from said plans without written approval by the **COUNTY** and  
6            the **DEPARTMENT**.
- 7            (b)    All landscaping shall be developed and implemented in accordance  
8            with appropriate safety and road design standards;
- 9            (c)    The **CITY** agrees to comply with the requirements of this agreement  
10          with regard to any additional landscaping installed.
- 11        17. The **CITY** shall require each contractor engaged by the **CITY** for work associated  
12        with this Agreement to maintain:
- 13            (a)    Workers' Compensation coverage in accordance with  
14            Florida Statutes, and;
- 15            (b)    Commercial General Liability coverage, including vehicle coverage, in  
16            combined single limits of not less than ONE MILLION AND 00/100  
17            DOLLARS (\$1,000,000.00). **COUNTY** and **DEPARTMENT** shall be  
18            included in the coverage as an additional insured.
- 19        18. The **CITY** shall utilize the U.S. Department of Homeland Security's E-Verify  
20        system to verify the employment eligibility of all new employees hired by the  
21        **CITY** during the term of this Agreement. The **CITY** shall expressly require any  
22        contractors or **CITY** subcontractors performing work or providing services  
23        pursuant to this Agreement to likewise utilize the U.S. Department of Homeland  
24        Security's E-Verify system to verify the employment eligibility of all new  
25        employees hired by the contractor or **CITY** subcontractor during the term of this  
26        Agreement.
- 27        19. The **CITY** shall maintain adequate records to justify all charges, expenses and  
28        costs incurred in performing the work for at least three (3) years after completion  
29        or termination of this contract. The **COUNTY** shall have access to such books,  
30        records, and documents as required in this section for the purpose of inspection  
31        or audit during normal business hours, at the **CITY**'s offices.
- 32        20. Palm Beach County has established the Office of Inspector General in Palm  
33        Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector  
34        General's Authority includes but is not limited to the power to review past,

- 1 present and proposed **COUNTY** contracts, transactions, accounts and records,  
2 to require the production of records, and to audit, investigate, monitor, and  
3 inspect the activities of the **CITY**, its officers, agents, employees and lobbyists in  
4 order to ensure compliance with contract requirements and detect corruption and  
5 fraud. Failure to cooperate with the Inspector General or interfering with or  
6 impeding any investigation shall be a violation of Palm Beach County Code,  
7 Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida  
8 Statutes, in the same manner as a second degree misdemeanor.
- 9 21. This writing embodies the entire Agreement (including the attached **MMOA**) and  
10 understanding between the parties hereto and there are no other agreements  
11 and understanding, oral or written, with reference to the subject matter hereof  
12 that are not merged herein and superseded hereby.
- 13 22. This Agreement may not be assigned or transferred by the **CITY** in whole or part  
14 without the consent of the **COUNTY**.
- 15 23. This Agreement shall be governed by and construed in accordance with the laws  
16 of the State of Florida. Any and all legal action necessary to enforce the  
17 Agreement will be held in Palm Beach County. No remedy herein conferred upon  
18 any party is intended to be exclusive of any other remedy, and each and every  
19 such remedy shall be cumulative and shall be in addition to every other remedy  
20 given hereunder or now or hereafter existing at law or in equity or by statute or  
21 otherwise. No single or partial exercise precludes any other or further exercise  
22 thereof. Any cost or expenses, including attorney fees associated with the  
23 enforcement of the terms and conditions of this Agreement, shall be borne by the  
24 respective parties provided, however, that this clause pertains only to the parties.
- 25 24. The **CITY** shall be, in the performance at all work services and activities under  
26 this agreement, an Independent Contractor, and not an employee, agent, or  
27 servant of the **COUNTY** or the **DEPARTMENT**. All persons engaged in any of  
28 the work or services performed pursuant to this agreement shall be at all times,  
29 and in all places, subject to the **CITY's** relationship and the relationship of its  
30 employees to the **COUNTY** or the **DEPARTMENT** which shall be that of an  
31 Independent Contractor and not as employees or agents of the **COUNTY** or the  
32 **DEPARTMENT**.
- 33 25. The **CITY** and **COUNTY** agree that no person shall on the grounds of race, color,  
34 religion, disability, sex, age, national origin, ancestry, ethnicity, marital status,

1 familial status, sexual orientation, genetic information, gender, gender identity  
2 and expression be excluded from the benefits of, or be subjected to any form of  
3 discrimination under any activity carried out by the performance of this  
4 Agreement. The **CITY** will ensure that all contracts let for the projects pursuant  
5 to the terms of this Agreement will contain similar non-discrimination and equal  
6 opportunity clauses.

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

13 27. All notices required to be given under this Agreement shall be addressed to:

14  
15  
16 **AS TO THE COUNTY**

17  
18 Palm Beach County Department of  
19 Engineering and Public Works  
20 Streetscape Section Manager  
21 Post Office Box 21229  
22 West Palm Beach, Florida 33416-1229

23  
24 **AS TO THE CITY**

25  
26 City Administrator  
27 City of West Palm Beach  
28 401 Clematis Street  
29 West Palm Beach, FL 33402  
30

31  
32  
33  
34  
35  
36  
37 **INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first above written.

CITY

CITY OF WEST PALM BEACH, FLORIDA  
BY ITS CITY COMMISSION

Attest:

City Clerk

By: Geraldine Alvord  
Presiding Officer

Office of the City Attorney  
Approved as to form and legal sufficiency  
By: [Signature]

COUNTY

ATTEST:  
SHARON R. BOCK, CLERK  
AND COMPTROLLER

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

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

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS

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

By: [Signature]

## Attachment 6

### Resolution – 7 Originals

Resolution

2 pages





**RESOLUTION NO. R-2011-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT NUMBER EIGHT TO THE COUNTY INCENTIVE GRANT PROGRAM AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION CONCERNING OKEECHOBEE BOULEVARD FROM WILDCAT WAY TO FLORIDA'S TURNPIKE PROJECT, AND THE RELATED MAINTENANCE MEMORANDUM OF AGREEMENT FOR THE MEDIAN BEAUTIFICATION TO BE CONSTRUCTED AS A COMPONENT OF THE PROJECT**

**WHEREAS,** the Florida Department of Transportation (FDOT) has awarded a County Incentive Grant Program Agreement to help finance improvements to Okeechobee Boulevard from Wildcat Way to Florida's Turnpike; and

**WHEREAS,** the FDOT and Palm Beach County (County) have entered into a County Incentive Grant Program Agreement outlining the responsibilities of each party with respect to the Okeechobee Boulevard from Wildcat Way to Florida's Turnpike project; and

**WHEREAS,** the FDOT and County desire to add median beautification to the Okeechobee Boulevard project via Amendment Number Eight; and

**WHEREAS,** the FDOT and County desire to extend the expiration date for the County Incentive Grant Program Agreement via Amendment Number Eight; and

**WHEREAS,** the FDOT requires that the County enter into a Maintenance Memorandum of Agreement (MMOA) that sets forth the requirements for maintaining the median beautification improvements along the Okeechobee Boulevard project; and

**WHEREAS,** through these agreements, the County will accomplish the construction, construction engineering inspection and installation and maintenance of the median beautification; and

**WHEREAS,** the Board of County Commissioners has determined execution of the County Incentive Grant Program Agreement Amendment Number Eight and MMOA to be in the best interest of the citizens and residents of Palm Beach County.

(Intentionally Left Blank)

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to execute Amendment Number Eight to the County Incentive Grant Program Agreement, and to execute the MMOA.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein.
2. This Resolution will take effect upon its adoption.

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 Shelley Vana, Chair	-
Commissioner Steven L. Abrams, Vice Chairman	-
Commissioner Karen T. Marcus	-
Commissioner Paulette Burdick	-
Commissioner Burt Aaronson	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY  
ITS BOARD OF COUNTY  
COMMISSIONERS

SHARON BOCK, CLERK AND  
COMPTROLLER

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

Assistant County Attorney

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

Deputy Clerk