

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
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>
# 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:

* No fiscal impact.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

<p>_____ OFMB</p> <p><i>[Signature]</i> 7/24/12 7/24/12</p>	<p>_____ Contract Development and Control</p> <p><i>[Signature]</i> 7/26/12 7-25-12 B. Beckall</p>
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B. Legal Sufficiency:

Assistant County Attorney

[Signature] 7/27/12

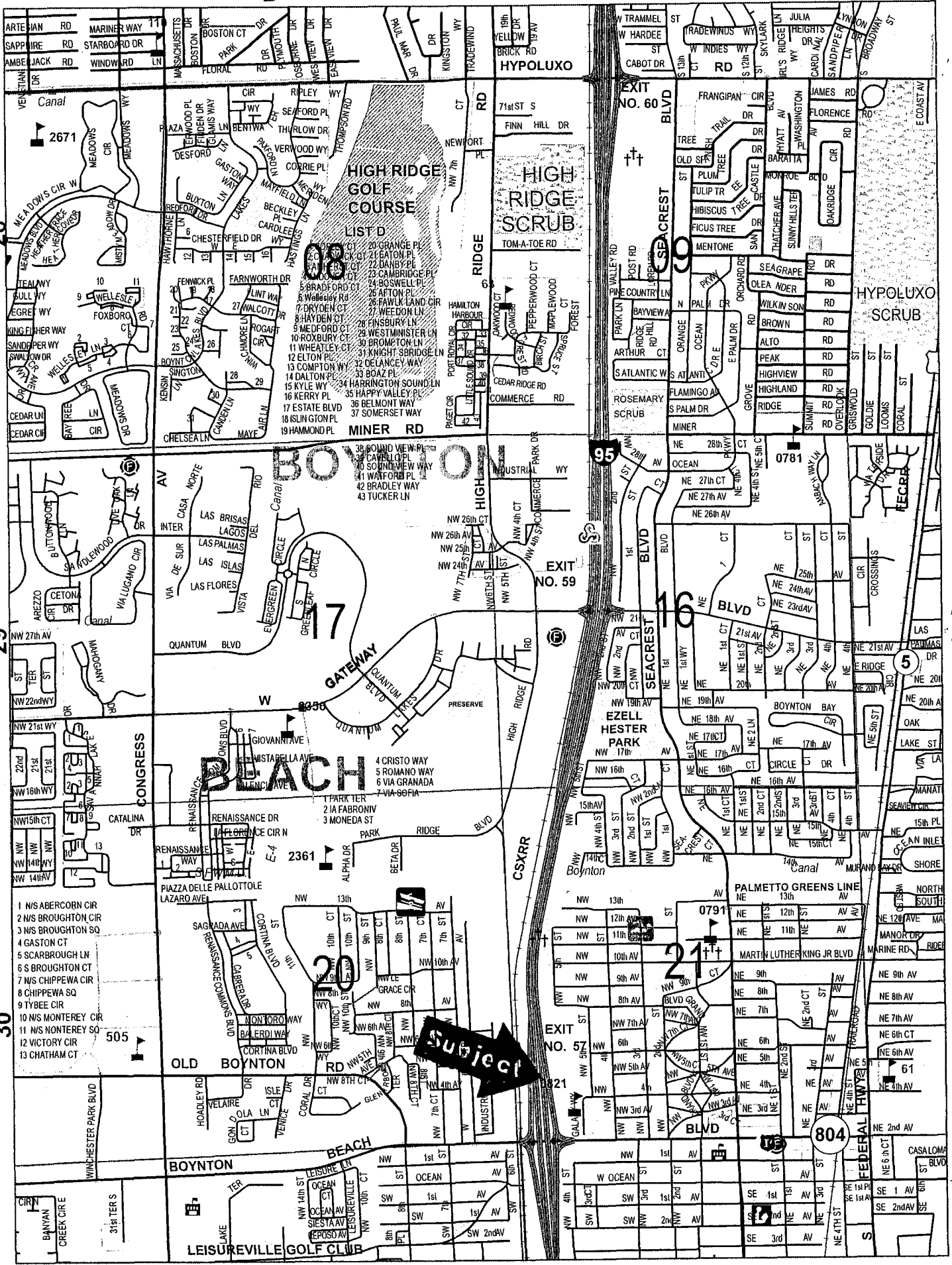
C. Other Department Review:

Department Director

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

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LOCATION MAP



R12-018

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA,
THE CITY OF BOYNTON BEACH AND PALM BEACH COUNTY FOR THE
DEVELOPMENT AND USE OF GALAXY ELEMENTARY REPLACEMENT SCHOOL**

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT ("First Amendment"), is entered into this _____ day of _____, 2012 by and between the School Board of Palm Beach County, Florida (hereinafter referred to as the "School Board"), the City of Boynton Beach (hereinafter referred to as "City") and Palm Beach County (hereinafter referred to as "County").

WITNESSETH:

WHEREAS, the School Board, the City and the County entered into that certain Interlocal Agreement for the Development and Use of The Galaxy Elementary Replacement School ("Original Agreement") with an effective date of March 2, 2010; and

WHEREAS, the School Board, City and County desire to amend the Original Agreement to address the construction of a reclaimed water line serving the Replacement School and the maintenance and repair of the surface water management system serving the Replacement School and Replacement Park.

NOW THEREFORE for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the School Board, City and County hereby amend the Agreement as follows:

1. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All defined terms in this First Amendment shall have the same definitions as defined in the Original Agreement.

2. A new Section 21 is added to the Original Agreement which reads as follows:

SECTION 21: Installation of Reclaimed Water Line

(a) The City agrees to assume all responsibility for the design, permitting, contract preparation, bidding, construction, installation, contract administration of the reclaimed water line beginning at the intersection of NW 4th Avenue and North Seacrest Boulevard, continuing west along NW 4th Avenue, and terminating at the Replacement

School (the "Reclaimed Water Line"). The City shall use its best efforts to complete the construction of the Reclaimed Water Line by not later than August 1, 2012.

(b) The School Board agrees to reimburse the City for 50% of the actual cost of designing, permitting and constructing the Reclaimed Water Line, however in no event to exceed \$100,000. The City shall provide the School Board an invoice detailing the costs incurred for work done along with such reasonable back-up as requested by the School Board. The School Board shall make payment to the City within thirty (30) days following receipt of the all requested documents supporting the reimbursement request.

(c) The City, at its sole expense, shall perpetually maintain and repair the Reclaimed Water Line up to the Replacement School's connection point.

3. A new Section 22 is added to the Original Agreement which reads as follows:

SECTION 22: Maintenance and Repair to Surface Water Management System

(a) The School Board and the City shall each be responsible for repairing and maintaining the surface water management system (the "Surface Water Management System") required under South Florida Water Management District Permit #50-09794-P (the "Permit") lying within their respective properties.

(b) To the extent that one party performs repairs or maintenance on both properties, the costs incurred shall be pro-rated between the School Board and the City Division on the basis of the respective land area contributing to the Surface Water Management System. The City's Replacement Park Property contains approximately 4.34 acres (i.e., 22%). The School Board's Replacement School Property contains approximately 15.56 acres (i.e., 78%).

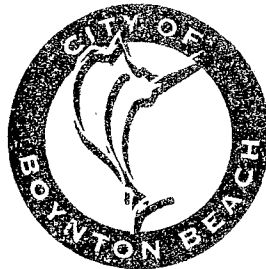
(c) In the event that either party fails to properly perform the repairs and maintenance work required to comply with the Permit after thirty (30) days notice, then the other party shall be authorized to enter onto the property of the non-performing party and undertake the repairs or maintenance and charge the non-performing party for the labor and material costs incurred.

(d) In the event that the performing party incurs costs on behalf of the non-performing party, the performing party shall provide an invoice detailing the costs incurred for the work done along with such reasonable back-up as requested by the non-performing party. The non-performing party shall reimburse the performing party within (30) days following receipt of the all requested documents supporting the reimbursement request.

4. The Original Agreement, as herein modified and amended, shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals as of the date and year first above written.

CITY OF BOYNTON BEACH, FLORIDA,
a Florida municipal corporation



BY: Woodward Hay
ITS: _____, Mayor

REVIEWED AND APPROVED AS TO
LEGAL FORM
[Signature]

City Attorney's Office

Date: 2/27/2012

Attest:
BY: Janet M. Prainito
ITS: _____, City Clerk

City Commission Approval Date: 2-21-12

THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA

REVIEWED AND APPROVED AS TO
LEGAL FORM
[Signature] 3/20/12

School Board Attorney

Blair Littlejohn

Date: _____

BY: Frank A. Barbieri, Jr.
Frank A. Barbieri, Jr., Esq. Chairman

BY: [Signature]
Superintendent

Board Approval Date: 4-18-12

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
County Attorney

COUNTY:

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

By: _____
Shelley Vana, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Audrey Wolf, Director
Facilities Development & Operations