

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

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

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Wall 7/5/06

III. REVIEW COMMENTS

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

James D. Smith 7-18-06
 OFMB
 7-18-06
J. J. Smith 7/19/06
 Contract Dev. and Control
 7-19-06

B. Approved as to Form and Legal Sufficiency:

Mark R. [Signature] 7/24/06
 Assistant County Attorney

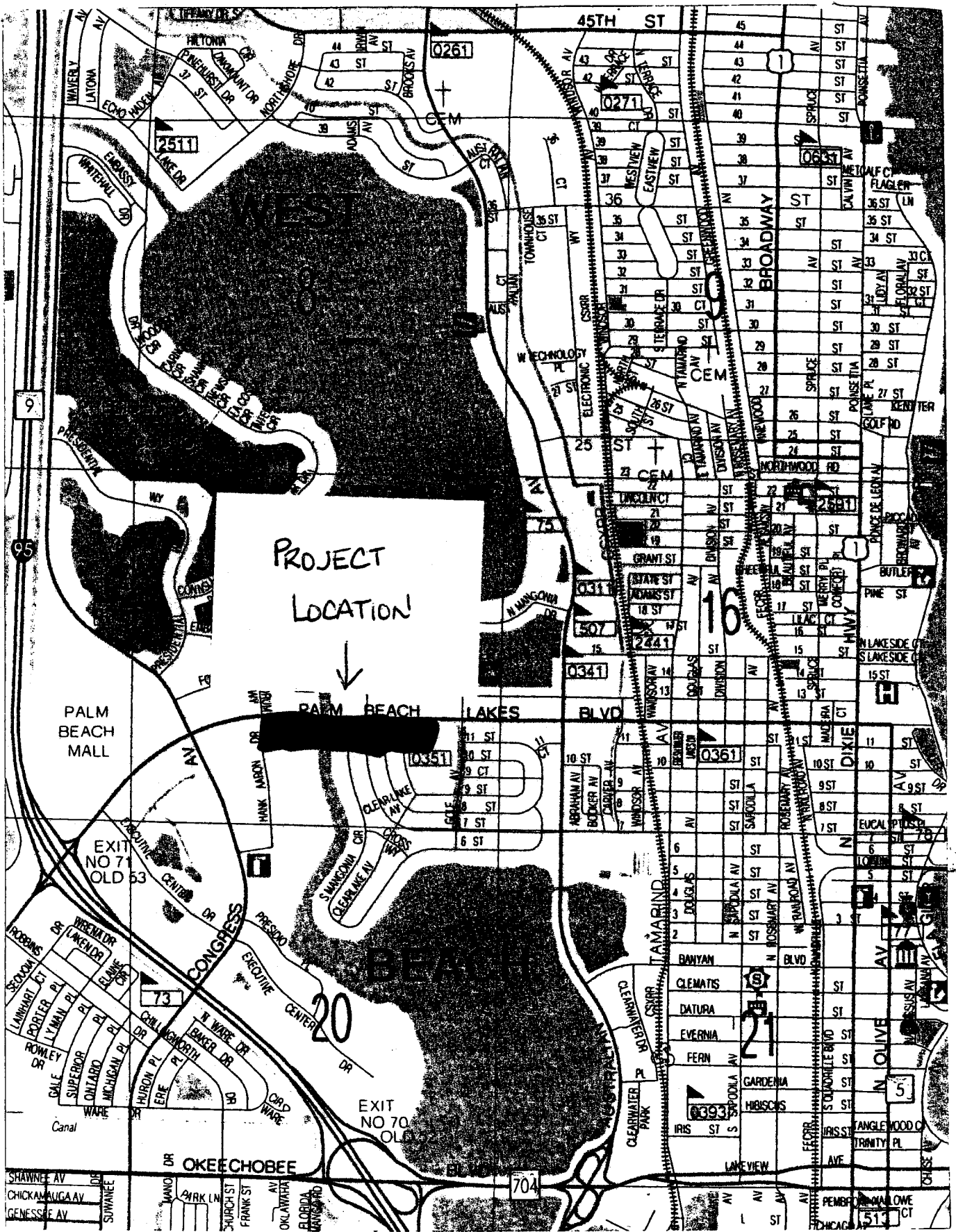
This amendment complies with our review requirements.

The amendment retroactively extends the term of the contract.

C. Other Department Review:

 Department Director

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



LOCATION SKETCH

From: Andrew Hertel
To: Gary Gregory
Date: 12/30/2005 6:44:38 AM
Subject: Fwd: Re: Grant for City of West Palm Beach - Palm Beach Lakes Boulevard (Phase 4)

>>> Shirley Meeks 12/28/05 3:00:05 PM >>>
Hello Andy:

You are not being a pest, Per Commissioner Greene, the amendment is fine.

>>> Andrew Hertel 12/28/05 2:54 PM >>>
Hi Shirley,

I don't mean to be a pest, but I was wondering if you had been able to find out if this amendment is acceptable to Commissioner Greene.

Thanks a lot, Andy

>>> Andrew Hertel 12/22/05 10:56:19 AM >>>
Thanks a lot, Shirley.

>>> Shirley Meeks 12/22/05 10:26:11 AM >>>
I will bring this matter to the Commissioner's attention and get back with you with the information you need.

>>> Andrew Hertel 12/22/05 7:20 AM >>>
Good Morning Shirley,

The grant that Commissioner Greene funded (\$150,000) in 2004 for the City's Phase 4 beautification of Palm Beach Lakes Blvd. from Hank Aaron Drive to west of Golf Drive has expired. The City has requested that the agreement be extended in order to give them time to complete their project. I have prepared an amendment that would reactivate and extend the original agreement until March 31, 2007. No other changes are proposed to the original agreement. A copy of the amendment is attached for your reference.

I need your office's approval of the amendment before I send the amendment to the City. An email to authorize the amendment would be appreciated.

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

Thank you,

Andy

Andrew S. Hertel, AICP
Manager, Streetscape Section
Palm Beach County
Engineering and Public Works Department
Phone (561) 684-4100
Fax (561) 478-5774
ahertel@co.palm-beach.fl.us

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2. It is the intent of the parties hereto that this AMENDMENT shall not become binding until the date executed by both parties.

3. All other provisions of the Financial Assistance Agreement dated July 13, 2004, shall remain in full force and effect.

INTENTIONALLY LEFT BLANK

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


3 CITY OF WEST PALM BEACH

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6 (CITY SEAL)

CITY OF WEST PALM BEACH,
BY ITS CITY COMMISSION

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9 ATTEST:

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14 By: 
15 CITY CLERK

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18 By: 
19 MAYOR

20 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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22
23 By:  2/17/04
24 CITY ATTORNEY

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27 PALM BEACH COUNTY

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30 (COUNTY SEAL)

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

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34 ATTEST:

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36 Sharon R. Bock
37 Clerk and Comptroller

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41 By: _____
42 DEPUTY CLERK

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44 By: _____
45 Tony Masilotti, Chairman

46 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

47
48
49 By: _____
50 ASSISTANT COUNTY ATTORNEY

51 APPROVED AS TO TERMS AND CONDITIONS

52
53
54 BY: 

**FINANCIAL ASSISTANCE AGREEMENT FOR CITY OF WEST PALM BEACH
FOR PALM BEACH LAKES BOULEVARD (PHASE 4) - BEAUTIFICATION**

**THIS INTER-LOCAL AGREEMENT is made and entered into this _____ day of
JUL 13 2004, 2004, by and between the CITY OF WEST PALM BEACH, a
municipal corporation of the State of Florida, hereinafter "CITY", and PALM BEACH
COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".**

WITNESSETH:

**WHEREAS, the CITY wishes to install landscaping and irrigation in the
medians of the County's Palm Beach Lakes Boulevard, from Hank Aaron Drive to 360
feet west of Golf Drive (hereinafter "IMPROVEMENTS"); and**

**WHEREAS, the COUNTY believes that these efforts by the CITY serve a public
purpose in the enhancement of the appearance of this thoroughfare and wishes to
support the CITY's efforts to install the IMPROVEMENTS by providing
reimbursement funding for the cost of the IMPROVEMENTS from Commissioner
District 7 Discretionary Funds for Improvements, in an amount not to exceed ONE
HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00) ; and**

**WHEREAS, after installation, the CITY will be responsible for the perpetual
maintenance of the IMPROVEMENTS; and**

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

- 1. The above recitals are true, correct and are incorporated herein.**
- 2. The COUNTY agrees to provide to the CITY reimbursement funding for
documented costs from Commissioner District 7 Discretionary Funds for
Improvements in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND
00/100 DOLLARS (\$150,000.00) for the CITY's IMPROVEMENTS.**

1 3. The COUNTY agrees to reimburse the CITY up to the amount
2 established in paragraph 2 for costs (materials and labor) associated with
3 installation of the IMPROVEMENTS, upon the CITY's submission of acceptable
4 documentation needed to substantiate their costs for the IMPROVEMENTS. The
5 COUNTY will use its best efforts to provide said funds to the CITY on a
6 reimbursement basis within forty-five (45) days of receipt of all information required
7 in Paragraph 6, below.

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

10 5. The CITY agrees to assume all responsibility for design, bidding,
11 contract preparation, and contract administration for the installation of the
12 IMPROVEMENTS, including payment(s) to contractor(s), pursuant to all applicable
13 governmental laws and regulations and will comply with all applicable governmental
14 landscaping codes and permitting requirements in the selection and installation of
15 the IMPROVEMENTS. The CITY agrees to install the IMPROVEMENTS substantially
16 in accordance with the plans, specifications and costs as approved in the permitting
17 process by the COUNTY. Otherwise, the COUNTY will have the final determination
18 of the eligibility for reimbursement of any changes. Substantial variations from the
19 submitted plans shall require prior written approval from the County Engineer's
20 Office. The final permit drawings must be signed and sealed by a Florida Registered
21 Landscape Architect experienced in roadway planting and familiar with the
22 COUNTY's Streetscape Standards Manual.

23 6. The CITY will obtain or provide all labor and materials necessary for the
24 installation of the IMPROVEMENTS. The COUNTY shall have the final determination
25 of eligibility for reimbursement. The CITY shall furnish the Manager, Streetscape
26 Section, of the COUNTY's Department of Engineering and Public Works with a
27 request for payment supported by the following:

1 a. A statement from a Florida Registered Landscape Architect that the
2 IMPROVEMENTS have been inspected and were installed substantially
3 in accordance with the permitted plans for the IMPROVEMENTS, and;
4 b. A Contract Payment Request Form and a Contractual Services
5 Purchases Schedule Form, attached hereto and incorporated herein as
6 Exhibit "A" (pages 1 and 2) which are required for each and every
7 reimbursement requested by the CITY. Said information shall list each
8 invoice payable by the CITY and shall include the vendor invoice
9 number, invoice date, and the amount payable by the CITY. The CITY
10 shall attach a copy of each vendor invoice paid by the CITY along with
11 a copy of the respective check and shall make reference thereof to the
12 applicable item listed on the Contractual Services Purchases Schedule
13 Form. Further, the Program Administrator and the Program Financial
14 Officer for the CITY shall also certify that each vendor invoice listed on
15 the Contractual Services Purchases Schedule Form was paid by the
16 CITY as indicated.

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

22 8. The CITY agrees to be responsible for the perpetual maintenance of the
23 IMPROVEMENTS following the installation and shall be solely responsible for
24 obtaining and complying with all necessary permits, approvals, and authorizations
25 from any federal, state, regional, or COUNTY agency which are required for the
26 subsequent maintenance of the IMPROVEMENTS.

1 **9. All installation of these IMPROVEMENTS shall be completed and final**
2 **invoices submitted to the COUNTY no later than September 30, 2005, and the**
3 **COUNTY shall have no obligation to the CITY or any other entity or person for any**
4 **cost incurred thereafter unless the time for completion is extended by modification**
5 **of this Agreement as provided herein.**

6 **10. The CITY recognizes that it is an independent contractor, and not an**
7 **agent or servant of the COUNTY or its Board of County Commissioners. In the event**
8 **a claim or lawsuit is brought against the COUNTY, its officers, employees, servants**
9 **or agents, relating to the IMPROVEMENTS or any item which is the responsibility of**
10 **the CITY, the CITY hereby agrees, to the extent permitted by law, to indemnify, save**
11 **and hold harmless the COUNTY, its officers, employees, servants or agents, and to**
12 **defend said persons from any such claims, liabilities, causes of action and**
13 **judgments of any type whatsoever arising out of or relating to the existence of the**
14 **IMPROVEMENTS or the performance by the CITY as may relate to this Agreement.**
15 **The CITY agrees to pay all costs, attorney's fees and expenses incurred by the**
16 **COUNTY, its officers, employees, servants or agents in connection with such claims,**
17 **liabilities or suits except as may be incurred due to the negligence of the COUNTY.**

18 **11. The CITY shall, at all times during the term of this Agreement (the**
19 **installation and existence of the IMPROVEMENTS), maintain in force its status as an**
20 **insured municipal corporation.**

21 **12. As provided in F.S. 287.132-133, by entering into this Agreement or**
22 **performing any work in furtherance hereof, the CITY certifies that its affiliates,**
23 **suppliers, sub-contractors, and consultants who perform work hereunder, have not**
24 **been placed on the convicted vendor list maintained by the State of Florida**
25 **Department of Management Services within 36 months immediately preceding the**
26 **date hereof. This notice is required by F.S. 287.133(3)(a).**

27 **13. The CITY shall require each contractor engaged by the CITY for work**
28 **associated with this Agreement to maintain:**

1 a. **Workers' Compensation coverage in accordance with Florida**
2 **Statutes, and;**

3 b. **Commercial General Liability coverage, including vehicle coverage,**
4 **in combined single limits of not less than ONE MILLION AND 00/100**
5 **DOLLARS (\$1,000,000.00). The COUNTY shall be included in the**
6 **coverage as an additional insured.**

7 c. **A payment and performance bond for the total amount of the**
8 **improvements in accordance with Florida Statute 255.05.**

9 14. **In the event of termination, the CITY shall not be relieved of liability to**
10 **the COUNTY for damages sustained by the COUNTY by virtue of any breach of the**
11 **contract by the CITY; and the COUNTY may withhold any payment to the CITY for**
12 **the purpose of set-off until such time as the exact amount of damages due the**
13 **COUNTY is determined. In the event the CITY elects to discontinue its maintenance**
14 **obligation for the IMPROVEMENTS under this Agreement, it shall be the obligation**
15 **of the CITY to restore, if necessary, the area of the IMPROVEMENTS on the**
16 **COUNTY's rights-of-way to a condition acceptable to the County Engineer, which**
17 **shall be in accordance with Federal, State and COUNTY standards for road**
18 **construction and/or maintenance. In the event the CITY fails to restore the area of**
19 **the IMPROVEMENTS to a condition acceptable to the County Engineer, the COUNTY**
20 **may undertake such restoration and the CITY shall be liable for the costs of such**
21 **restoration.**

22 15. **The CITY's termination of this AGREEMENT shall result all obligations of**
23 **the COUNTY for funding contemplated herein to be canceled.**

24 16. **The COUNTY and the CITY agree that no person shall, on the grounds**
25 **of race, color, national origin, sexual orientation, religion or creed, sex, age, or**
26 **handicap be discriminated against in performance of the Agreement.**

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

5 **22. Each party agrees to abide by all laws, orders, rules and regulations and**
6 **the CITY will comply with all applicable governmental landscaping codes in the**
7 **maintenance and replacement of the IMPROVEMENTS.**

8 **23. The parties to this Agreement shall not be deemed to assume any**
9 **liability for the negligent or wrongful acts, or omissions of the other party (or**
10 **parties). Nothing contained herein shall be construed as a waiver, by any of the**
11 **parties, of the liability limits established in Section 768.28, Florida Statutes.**

12 **24. The CITY shall promptly notify the COUNTY of any lawsuit-related**
13 **complaint, or cause of action threatened or commenced against it which arises out**
14 **of or relates, in any manner, to the performance of this Agreement.**

15 **25. The parties expressly covenant and agree that in the event any of the**
16 **parties is in default of its obligations under this Agreement, the parties not in default**
17 **shall provide to the defaulting party thirty (30) days written notice before exercising**
18 **any of their rights.**

19 **26. The preparation of this Agreement has been a joint effort of the parties,**
20 **and the resulting document shall not, solely as a matter of judicial constraint, be**
21 **construed more severely against one of the parties than the other.**

22 **27. This Agreement represents the entire understanding among the parties,**
23 **and supersedes all other negotiations, representations, or agreements, either written**
24 **or oral, relating to this Agreement.**

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

27 **29. This Agreement shall take affect upon execution and the effective date**
28 **shall be the date of execution.**

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

3 CITY OF WEST PALM BEACH

4 (CITY SEAL)

CITY OF WEST PALM BEACH,
BY ITS CITY COMMISSION

6 ATTEST:

7 By: *Theresa de F...*
8 CITY CLERK

By: *[Signature]*
MAYOR

9
10 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

11 By: *WAS CMM 5/10/04*
12 CITY ATTORNEY
13

14 PALM BEACH COUNTY

16 (COUNTY SEAL)

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

18 ATTEST:

19 DOROTHY H. WILKEN, CLERK

R2004 1530

22 By: *Linda C. Hickman*
23 DEPUTY CLERK

By: *[Signature]*
KAREN T. MARCUS, CHAIR

JUL 13 2004

24 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

25 By: *[Signature]*
26 ASSISTANT COUNTY ATTORNEY

27 APPROVED AS TO TERMS AND CONDITIONS

28 BY: *[Signature]*
29