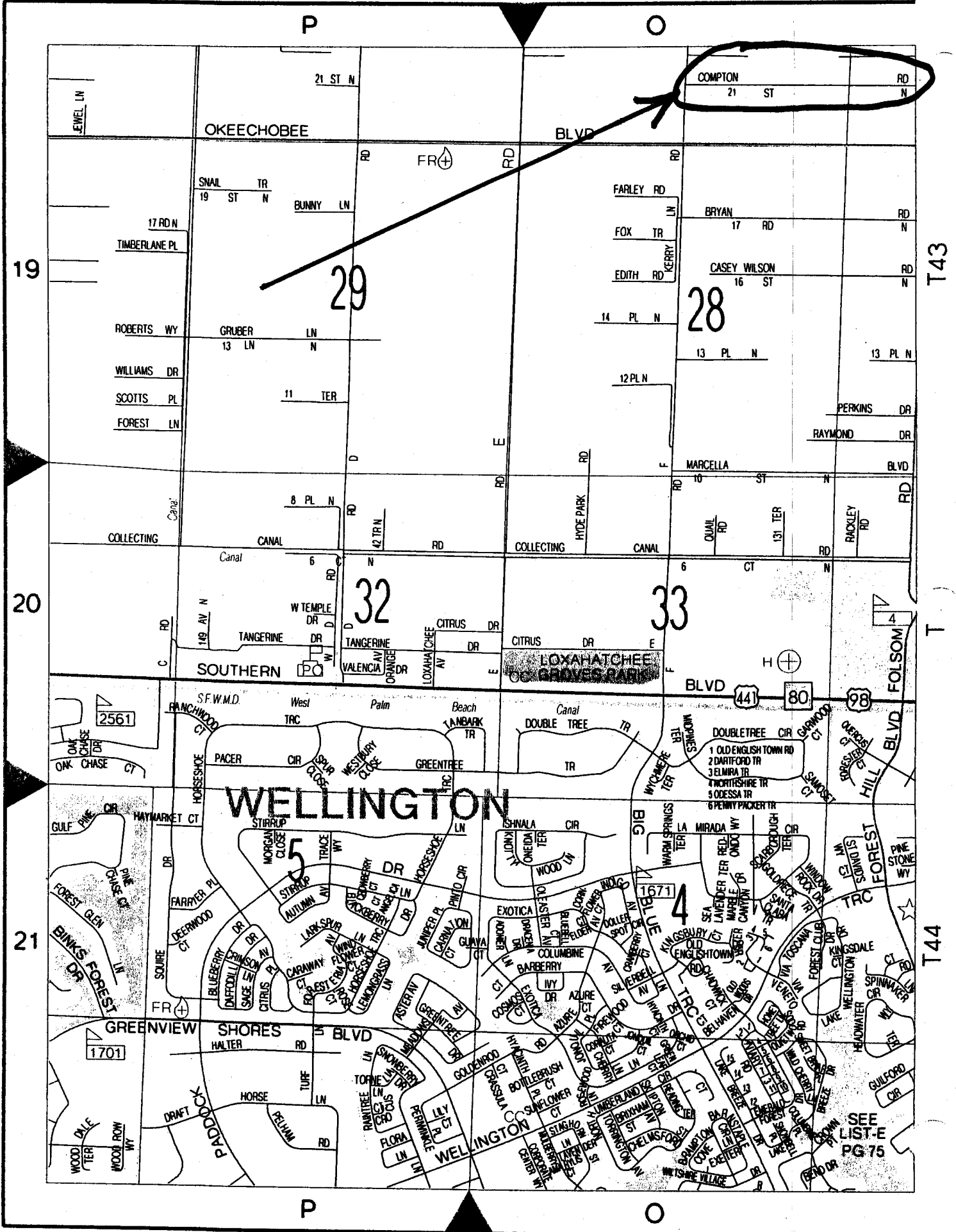






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LOCATION MAP

**From:** Cyndy Verner  
**To:** Phillips, Harvey  
**Date:** 9/7/2006 5:53:05 PM  
**Subject:** Gas Tax Allocation - 2007

Harvey,

Please prepare an interlocal agreement with Loxahatchee Groves Water Control District for \$250,000 for the placement of OGEM material on "F" Road and the paving of Compton Road out of the 2007 Gas Tax Allocation funding. If possible, Commissioner would like this agenda item placed on the October 17, 2006, BCC agenda. Thank you as always for your help.

The contact is Clete Saunier, District Administrator, P. O. Box 407, Loxahatchee, FL 33470-0407 (561) 793-0884.

Cyndy Verner  
Senior Administrative Assistant to  
Chairman Tony Masilotti  
(561) 355-6300

*PROJECT AUTHORIZATION*

**INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
LOXAHATCHEE GROVES WATER CONTROL  
DISTRICT FOR PURCHASE OF OPEN GRADE EMULSION  
TO PAVE COMPTON ROAD**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent Special District of the State of Florida hereinafter referred to as "**DISTRICT**"

**WITNESSETH:**

**WHEREAS**, at the urging of most of the property owners on Compton Road, hereinafter referred to as "**ROAD**", the **DISTRICT** has requested financial assistance from the **COUNTY** to improve the **ROAD**; and

**WHEREAS**, the **ROAD** is located within the **DISTRICT** boundaries and is and has been open to the public for ingress and egress for more than twenty (20) years; and

**WHEREAS**, the **DISTRICT** intends to undertake formal action to classify the **ROAD** as a public road prior to undertaking the paving of the **ROAD**; and

**WHEREAS**, the **DISTRICT** intends to purchase and apply open grade emulsion road paving material to Compton Road, hereinafter referred to as "**PROJECT**" and

**WHEREAS**, the **COUNTY** believes that the construction of the **PROJECT** will serve a public purpose in the operation of roads within the **DISTRICT** and wishes to support the project by providing supplemental reimbursement funding for the documented costs of the **PROJECT** in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**; and

**WHEREAS**, after construction of the **PROJECT** the **COUNTY** will not be responsible for the subsequent maintenance of the **ROAD**.

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

1. The above recitals are true, correct and incorporated herein.
2. The **COUNTY** agrees to provide to the **DISTRICT** reimbursement funding for documented costs of the **PROJECT** excluding costs associated with the formal action required to declare the **ROAD** a public road, in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

3. As a condition precedent to the **COUNTY** reimbursing the **DISTRICT** for the documented costs of the **PROJECT** in the amount stated in paragraph 2, the **DISTRICT** will 1. Undertake any action necessary to establish the **ROAD** as a public road. Confirm in writing and provide evidence acceptable to the **COUNTY** that the **ROAD** has been declared a public road. 3. Pay any costs associated with the actions required in this paragraph.

4 Upon the **DISTRICT's** submission of acceptable documentation needed to substantiate its cost of the **PROJECT** the **COUNTY** agrees to reimburse the **DISTRICT** the amount established in paragraph 2 for costs associated with the **PROJECT**, excluding those costs incurred prior to the execution of this Agreement, upon the **DISTRICT's** submission of acceptable documentation needed to substantiate its cost for the **PROJECT**. The **COUNTY** will use its best efforts to provide said funds to the **DISTRICT** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

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

6. The **DISTRICT** agrees to obtain a legal determination of the road's status as a **PUBLIC ROAD** prior to construction of the **PROJECT**.

7. The **DISTRICT** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration necessary for the **PROJECT**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

8. The **DISTRICT** will obtain or provide all labor and materials necessary for the **PROJECT**. The **DISTRICT** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the **DISTRICT**. Said information shall list each invoice payable by the **DISTRICT** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **DISTRICT** shall attach a copy of each vendor invoice paid by the **DISTRICT** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **DISTRICT's**

Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **DISTRICT** as indicated.

9. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **DISTRICT** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

10. The **COUNTY** will not be responsible for the subsequent maintenance of the **ROAD** following construction. The **DISTRICT** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for the **PROJECT**.

11. The **PROJECT** shall be completed and final invoices submitted to the **COUNTY** no later than **September 30, 2009**, and the **COUNTY** shall have no obligation to the **DISTRICT** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

12. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **DISTRICT** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **DISTRICT's** negligence in connection with this Agreement or the performance by the **DISTRICT** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 786.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions.

13. The **DISTRICT** shall, at all times during the term of this Agreement, maintain appropriate insurance.

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

15. The **DISTRICT** shall require each contractor engaged by the **DISTRICT** for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- a. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- b. A payment and performance bond for the total amount of the **IMPROVEMENT** in accordance with Florida Statute 255.05.

16. In the event of termination, the **DISTRICT** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **DISTRICT**; and the **COUNTY** may withhold any payment to the **DISTRICT** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

17. The **DISTRICT's** termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

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

19. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

20. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department  
Tanya N. McConnell, P.E.  
Deputy County Engineer  
P.O. Box 21229  
West Palm Beach, Florida 33416-1229

AS TO THE DISTRICT

Loxahatchee Groves Water Control District  
Mr. Clete Saunier  
District Administrator  
P.O. Box 407  
Loxahatchee, Florida 33470