

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 21, 2006 ☒ Consent ☐ Regular  
☐ Workshop ☐ Public Hearing

Submitted By: Engineering and Public Works  
Submitted For: County Engineer

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I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: An Amendment to the Interlocal Agreement (R2004-1503), dated June 22, 2004, with the City of Belle Glade (City) for reimbursement of construction costs for Avenue A and the approach road to the Gladeview Elementary School.

**Summary:** This Amendment will extend the expiration date of the Original Agreement to June 22, 2008. There will be no additional fiscal impact.

**District:** 6 (MRE)

**Background and Justification:** The County entered into an Interlocal Agreement (R2004-1503) with the City to reimburse the City up to \$58,000 for construction of Avenue A and the approach road to the Gladeview Elementary School on June 22, 2004 with an expiration date of June 30, 2006. As a result of Hurricanes Frances, Jeanne and Wilma, the City was delayed in completing the construction. The City is requesting that the County extend the expiration date of the Original Agreement to June 22, 2008, to allow completion of the construction. There is no additional fiscal impact.

**Attachments:**

1. Location Map
2. Original Agreement (R2004-1503)
3. Amendments (2)

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**Recommended by:** <sup>HP</sup> William McConnell 10/20/06  
Division Director Date

**Approved by:** S. J. Webb 10/25/06  
County Engineer Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2007	2008	2009	2010	2011
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. Ward 10/16/06

## III. REVIEW COMMENTS

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

John D. Smith 10-31-06  
OFMB

Ann J. Jacobson 11/2/06  
Contract Dev. and Control

10-31-06  
10-27-06  
11/10/06

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

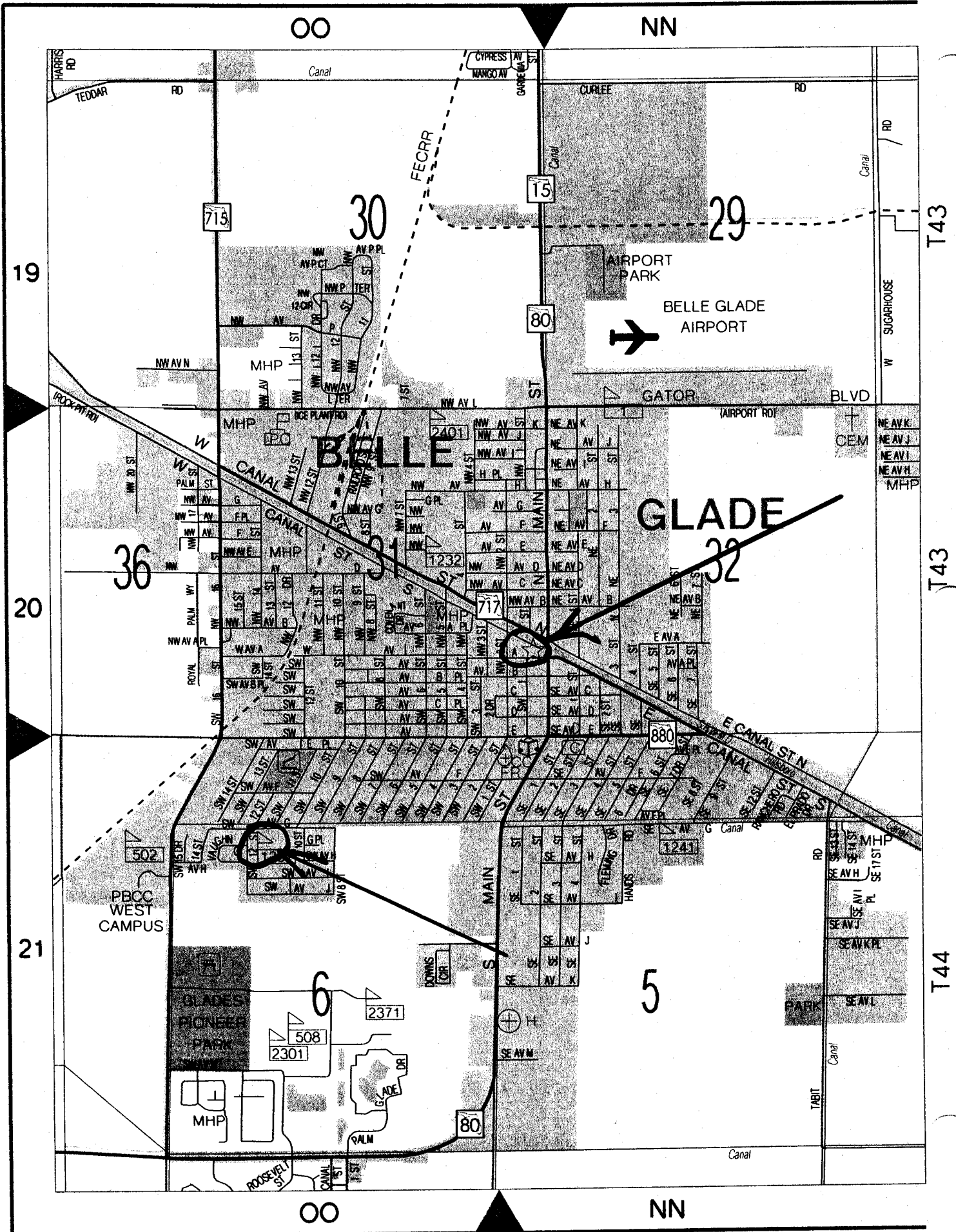
Monica R. Gatt  
Assistant County Attorney

This amendment complies with our review requirements.

### C. Other Department Review:

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

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



## LOCATION MAP

R2004 1503

**INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
THE CITY OF BELLE GLADE  
FOR CONSTRUCTION OF AVENUE A  
STREET IMPROVEMENTS, A SIDEWALK  
AND APPROACH ROAD TO  
GLADEVIEW ELEMENTARY SCHOOL**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_\_ day of JUN 22 2004, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**", the **CITY OF BELLE GLADE**, hereinafter referred to as "**CITY**".

**WITNESSETH:**

**WHEREAS**, the **CITY** is undertaking construction of improvements to Avenue A and the sidewalk and approach road to the Gladeview Elementary School within the **CITY**, hereinafter referred to as "**IMPROVEMENTS**"; and

**WHEREAS**, the **IMPROVEMENTS** consist of adding street lights, sidewalk replacement, curbs and gutter to Avenue A, construction of an approach road and sidewalk on the approach road to Gladeview Elementary School within the **CITY**; and

**WHEREAS**, the **COUNTY** believes that these efforts by the **CITY** serve a public purpose in the enhancement of the **CITY** roads and wishes to support the **CITY's** efforts to install the **IMPROVEMENTS** by providing reimbursement funding for the documented cost of **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00)**; and

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

**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 **CITY** reimbursement funding for documented costs of the **IMPROVEMENTS** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00)**.
3. The **COUNTY** agrees to reimburse the **CITY** the amount established in paragraph 2 for costs (material and labor) associated with installation of

the **IMPROVEMENTS**, upon the **CITY's** submission of acceptable documentation needed to substantiate its costs for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **CITY** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

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

5. The **CITY** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **CITY** will obtain or provide all labor and materials necessary for the installation of the **IMPROVEMENTS**. The **CITY** 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 **CITY**. Said information shall list each invoice payable by the **CITY** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CITY** shall attach a copy of each vendor invoice paid by the **CITY** 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 **CITY's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CITY** as indicated.

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

8. The **CITY** agrees to be responsible for the perpetual maintenance of the **IMPROVEMENTS** following the installation. The **CITY** 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 installation of the **IMPROVEMENTS**.

9. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than June 30, 2006, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **CITY** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **CITY's** negligence in connection with this Agreement or the performance by the **CITY** 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.

11. The **CITY** shall, at all times during the term of this Agreement (the installation of the **IMPROVEMENTS**), maintain its status as a self insured municipality.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CITY** 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).

13. The **CITY** shall require each contractor engaged by the **CITY** 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 **IMPROVEMENTS** in accordance with Florida Statute 255.05.

14. in the event of termination, the **CITY** 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 **CITY**; and the **COUNTY** may withhold any payment to the **CITY** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

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

16. The **COUNTY** and **CITY** 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.

17. 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.

18. 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 CITY

City of Belle Glade  
Mr. James Shallman  
Asst. Director of Finance  
110 SW Martin Luther King Blvd.  
Belle Glade, Florida 33430

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or

partial exercise by any party of any right, power or remedy shall preclude any other or further exercise thereof.

20. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

21. Except as expressly permitted herein to the contrary, 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 equality of dignity herewith.

22. Each party agrees to abide by all laws , orders, rules and regulations and the **CITY** will comply with all applicable governmental codes in placement of the **IMPROVEMENTS**.

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

24. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

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

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

27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.



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

29. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

30. The **COUNTY** may, at the **COUNTY's** discretion and for the duration of construction, install signs within public property or easement, notifying the public that construction of the project was funded with **COUNTY** dollars.

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

CITY OF BELLE GLADE

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

By: [Signature]

Mayor

By: [Signature]

Chair

JUN 22 2004

ATTEST:

By: [Signature]

City Clerk

ATTEST:

DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

By: [Signature]

DEPUTY CLERK

Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]

City Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]

Assistant County Attorney

Date: 4/26/04

By: 6/21/04

R2004 1503

APPROVED AS TO TERMS  
AND CONDITIONS

By: [Signature]

Date: 6/17/04

**AMENDMENT # 1 TO THE INTER-LOCAL AGREEMENT  
DATED JUNE 22, 2004 WITH THE CITY OF  
BELLE GLADE FOR REIMBURSEMENT OF COSTS  
FOR CONSTRUCTION OF AVENUE A AND APPROACH  
ROAD TO GLADEVIEW ELEMENTARY SCHOOL**

**THIS AMENDMENT** is made to the Inter-local Agreement (R2004-1503) dated June 22, 2004 with the City of Belle Glade, a political subdivision of the State of Florida, hereinafter "**CITY**", and the **BOARD OF COUNTY COMMISSINERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

**WITNESSETH**

**WHEREAS**, on June 22, 2004, the **CITY** and the **COUNTY** entered into an Inter-local Agreement (R2004-1503) providing for **COUNTY** funding of construction of Avenue A and the approach road to Gladeview Elementary School by the **CITY** in an amount not to exceed **FIFTY EIGHT THOUSAND DOLLARS (\$58,000.00)** and;

**WHEREAS**, on June 22, 2004, the **COUNTY** provided for funding of the improvements in an amount not to exceed **\$58,000.00** with the **CITY** that provided a completion date of June 30, 2006; and

**WHEREAS**, the **CITY** has requested that the completion date of the Agreement be extended an additional two years until June 30, 2008, and;

**WHEREAS**, the **COUNTY** and **CITY** desire that this Amendment shall relate back to June 22, 2004, and the Contract continued without interruption nor lapse and its term extended for an additional two year period; and

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

1. The Inter-local Agreement dated June 22, 2004, by and between the **COUNTY** and **CITY** shall be continued, without interruption nor lapse in its term or effect for an additional two year period commencing June 22, 2004 and expiring June 22, 2008. Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:

9. All installation of these Improvements shall be completed and final invoices submitted to the **COUNTY** no later than June 22, 2008, and the **COUNTY** shall have no obligation to the **CITY** or any other entity or person for any cost incurred

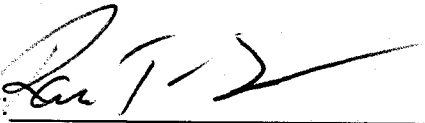
thereafter unless the time for completion is extended by  
modification of this Agreement.

2. It is the intent of the parties hereto that this Amendment shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.
3. All other provisions of the Inter-local Agreement dated June 22, 2004, shall remain in full force and effect.

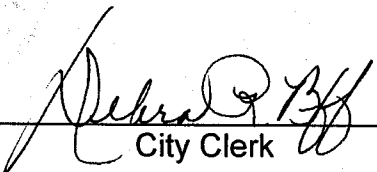
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IN WITNESS WHEREOF, the parties have executed this Amendment and it is effective on the date first above written.


CITY OF  
BELLE GLADE

By:   
Mayor

ATTEST:

By:   
City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
City Attorney

Date: 9/6/06

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

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

ATTEST:

SHARON R. BOCK,  
CLERK & COMPTROLLER

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

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

Date: \_\_\_\_\_

APPROVED AS TO TERMS  
AND CONDITIONS

By: 

Date: 10/20/06