

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
<u>Capital Expenditures</u>	\$16,187	_____	_____	_____	_____
<u>Operating Costs</u>	_____	_____	_____	_____	_____
<u>External Revenues</u>	_____	_____	_____	_____	_____
<u>Program Income</u>	_____	_____	_____	_____	_____
<u>In-Kind Match County</u>	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$16,187	0	0	0	0
# ADDITIONAL FTE POSITIONS	_____	_____	_____	_____	_____

Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No X

B. Recommended Sources of Funds/Summary of Fiscal Impact: The source of funds will be allocated from CCRT Recoup Funding. The fiscal impact will be a reduction to this account in the amount of \$16,187.

C. Department Fiscal Review: *Paul D. [Signature]*

III. REVIEW COMMENTS

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

Adwillhite 5-8-08
88 5/7/08 OFMB *4/23/08* *SH 5/6/08*
[Signature] *5/12/08*
 Contract Development and Control

B. Legal Sufficiency: This Contract complies with our contract review requirements.

Anne Delgent 5/15/08
 Assistant County Attorney

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF BELLE GLADE**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the ____ day of _____, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Belle Glade, a municipal corporation existing under the laws of Florida, (hereinafter "BELLE GLADE"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, BELLE GLADE desires to construct a perimeter barrier at Hands Park within the City of Belle Glade; and

WHEREAS BELLE GLADE has requested COUNTY fund an amount not to exceed Sixteen Thousand One Hundred Eighty Seven Dollars (\$16,187.00) for a perimeter barrier at Hands Park within the City of Belle Glade; and

WHEREAS, COUNTY desires to provide BELLE GLADE an amount not to exceed Sixteen Thousand One Hundred Eighty Seven Dollars (\$16,187.00) for a perimeter fence at Hands Park within the City of Belle Glade; and

WHEREAS, both the COUNTY and BELLE GLADE support Public Safety improvements; and

WHEREAS, Public Safety improvements serve a public purpose.

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

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Term.

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties and shall continue in full force and effect until August 30, 2009, unless otherwise terminated as provided herein. The COUNTY reserves the right to extend this Agreement for good cause. Any extensions shall be in writing and executed by both parties.

Section 3. Project to be Completed by BELLE GLADE:

BELLE GLADE shall install a split rail fence (hereinafter the "Project") as more specifically described in the Scope of Work, which is attached hereto and incorporated herein as Exhibit "A". The Project, as set forth in this Agreement, shall be performed at Hands Park.

Section 4. Responsibilities and Duties:

A. COUNTY shall reimburse BELLE GLADE an amount not to exceed Sixteen Thousand

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One Hundred Eighty Seven Dollars (\$16,187.00) for the Project, provided BELLE GLADE performs pursuant to the terms and conditions of this Agreement. BELLE GLADE agrees that the extent of COUNTY'S responsibility under this Agreement shall be limited solely to funding, as stated above.

B. BELLE GLADE shall secure all necessary easements and permits required to perform this Agreement.

C. BELLE GLADE shall perform the Project in accordance with Exhibit "A".

D. BELLE GLADE shall use its own personnel and/or subcontractors to perform this Agreement.

E. Upon termination or expiration of this Agreement, BELLE GLADE shall repair and maintain the perimeter barrier, at BELLE GLADE's sole expense.

Section 5. Rates, Fees and Charges:

BELLE GLADE shall not assess any property owners for the improvements. In the event the funding provided to BELLE GLADE by COUNTY does not cover all BELLE GLADE's expenses to complete the Project, BELLE GLADE shall be solely responsible to fund any remaining costs.

Section 6. Payments/Invoicing and Reimbursement:

BELLE GLADE shall submit all invoices to the COUNTY identifying the Project, including BELLE GLADE's total expenditure for the Project, and identifying the amount due and payable to BELLE GLADE. Invoices shall be itemized in sufficient detail for prepayment audit and shall be supported by copies of the corresponding paid consultant, contractor, and/or vendor invoices which substantiates proof of payment and performance. BELLE GLADE shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the COUNTY within seven (7) calendar days of request by the COUNTY. Invoices received from BELLE GLADE will be reviewed and approved by the County's Office of Community Revitalization, indicating that expenditures have been made in conformity with this Agreement and will then be sent to the COUNTY'S Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. Failure to submit completed reports within the specified timeframe will result in a delay in payment. In no event shall COUNTY provide advance funding to BELLE GLADE.

The project will be initiated by BELLE GLADE on December 1, 2007. Only those costs incurred by BELLE GLADE subsequent to the date of said Project initiation and prior to the expiration date of this Agreement are eligible for reimbursement by County pursuant to the terms and conditions hereof. In the event BELLE GLADE ceases or suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by COUNTY and COUNTY shall have no further obligation to honor reimbursement requests submitted by BELLE GLADE. The determination that BELLE GLADE has ceased or suspended the Project shall be made by COUNTY and BELLE GLADE agrees to be bound by COUNTY's determination.

Section 7. Access and Audits:

BELLE GLADE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by BELLE GLADE, BELLE GLADE shall

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similarly require each subcontractor to maintain and allow access to such records for audit purposes.

Section 8. Independent Contractor:

BELLE GLADE is, and shall be, in the performance of all work, services and activities under this Agreement an Independent Contractor and not an employee, agent or servant of COUNTY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to BELLE GLADE's sole direction, supervision, and control. BELLE GLADE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects BELLE GLADE's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

BELLE GLADE does not have the power or authority to bind the COUNTY in any promise, Agreement or representation.

Section 9. Personnel:

BELLE GLADE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by BELLE GLADE or under its supervision, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

All of BELLE GLADE's personnel and all subcontractors while on County premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

Section 10. Indemnification:

Each party shall be liable for its own actions and negligence and, to the extent permitted by law, BELLE GLADE shall indemnify, defend, and hold harmless COUNTY against any and all actions, claims, or damages arising out of BELLE GLADE's actions in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful, or intentional acts or omissions.

This Indemnification provision shall survive the expiration or termination of this Agreement.

Section 11. Annual Appropriation:

The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

Section 12. Insurance:

A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, BELLE GLADE acknowledges it is either self-insured under State Sovereign Immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature, which the COUNTY shall recognize as acceptable coverage for General Liability and Automobile Liability insurance; or

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B. In the event that BELLE GLADE does not rely exclusively on sovereign immunity as provided by Section 768.28, Florida Statutes, BELLE GLADE shall maintain third-party Commercial General Liability and Automobile Liability at limits not less than \$1,000,000 Per Occurrence. With respect to Commercial General Liability, BELLE GLADE shall add the COUNTY as an "Additional Insured."

C. BELLE GLADE shall maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440.

D. BELLE GLADE shall provide a statement or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above required coverages. The Certificate Holder will be: Palm Beach County.

Section 13. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

Section 14. Enforcement Costs:

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.

Section 15. Notice:

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 prepaid, to the following:

As to the "COUNTY":

Houston L. Tate, Manager
County Administration
Office of Community Revitalization,
2300 North Jog Road, 2nd Floor East
West Palm Beach, Florida 33411

As to "BELLE GLADE":

Donald Garrett, Mayor
City of Belle Glade
110 SW Martin Luther King Boulevard
Belle Glade, Florida 33430

Section 16. Modification and Amendment:

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.

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Section 17. Remedies:

This Agreement shall be governed by and in accordance with 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 such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 18. Joint Preparation:

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.

Section 19. Equal Opportunity:

COUNTY and BELLE GLADE agree that no person shall on the grounds of race, color, creed, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. BELLE GLADE will ensure that all contracts let for the Project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

Section 20. Arrears:

BELLE GLADE shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. BELLE GLADE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

Section 21. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 22. Filing:

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

Section 23. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party.

Section 24. Compliance with Codes and Laws:

BELLE GLADE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. BELLE GLADE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

Section 25. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, BELLE GLADE shall have its

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contractors certify that their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

Section 26. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

Section 27. Entirety of Agreement:

COUNTY and BELLE GLADE agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

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