

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: June 3, 2008

Consent
 Workshop

Regular
 Public Hearing

Department:

**Submitted By: Engineering & Public Works
Submitted For: Engineering Services Division**

Project #2002917

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A First Amendment to the Interlocal Agreement (R2007-0367) with the City of Pahokee in the amount of \$300,000, regarding reimbursement for the installation of the Canal Point Sanitary Sewer.

SUMMARY: The First Amendment to the Interlocal Agreement will provide an additional \$300,000 to the existing \$710,950 for a total of \$1,010,950 for construction and other related costs of the sanitary sewer expansion serving the unincorporated Canal Point area from Pahokee to the West Palm Beach Canal. The City of Pahokee will perform all work to complete the project. Palm Beach County allocated these funds through the Countywide Community Revitalization Team for this project.

District 6 (MRE)

Background and Justification: Unincorporated Canal Point is a targeted area of the Countywide Community Revitalization Team (CCRT) and is located in the "acute" area (35% or higher poverty) of Palm Beach County's Development Regions. Revitalization of the commercial area in Canal Point's Scenic Trail/Downtown and the Southwest Commercial Area is a key component in the Glades Strategic Business Development Initiative funded by the U.S. Department of Agriculture (USDA) in 2002 and 2003. Septic tanks in these areas have tremendous limitations. The lack of municipal sewer has impeded business growth and redevelopment. The Board of County Commissioners (Board) approved \$190,000 (FY2003), \$250,000 (FY2004), \$500,000 (FY2006) and recently \$300,000 (Dec. 18, 2007) in CCRT funds for a total of \$1,240,000.

On September 14, 2004, the Board approved an Interlocal Agreement (R2004-1853) with the City of Pahokee (City) for the survey, design and permits totaling \$204,347, for the sanitary sewer expansion in the Canal Point area. On August 15, 2006, an Amendment was approved for an additional \$23,300. An additional \$1,403 was used during the preliminary engineering study for a total of \$229,050.

(Continued on page 3)

Attachments:

1. Location Sketch
2. First Amendment to Interlocal Agreement (3)
3. Interlocal Agreement R2007-0367

Recommended by: Charles Rich **Division Director** 5/2/08 **Date**

Approved By: S. J. Webb **County Engineer** 5/9/08 **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: See Comment Section B

Fiscal Years	2008	2009	2010	2011	2012
Grant 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-	<i>See note below</i>	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____

Budget Acct No.: Fund 3900 Dept. 366 Unit X058 Object 6506.
Program

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

Capital Outlay Fund
Canal Point Sanitary Sewer

Funding for this item was provided in a prior Board item (December 18, 2007) for the Countywide Community Revitalization Team and therefore this item has no additional fiscal impact.

C. Departmental Fiscal Review: R.D. Ward 4/29/08

III. REVIEW COMMENTS

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

ahollate 5.15.08
OFMB
5/15/08 SN 5/13/08 VO 05/09 SH 5/14/08.

J. J. Jacoby 5/16/08
Contract Dev. and Control
5/16/08

B. Approved as to Form and Legal Sufficiency:

Marlon R. Pitts 5/17/08
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.

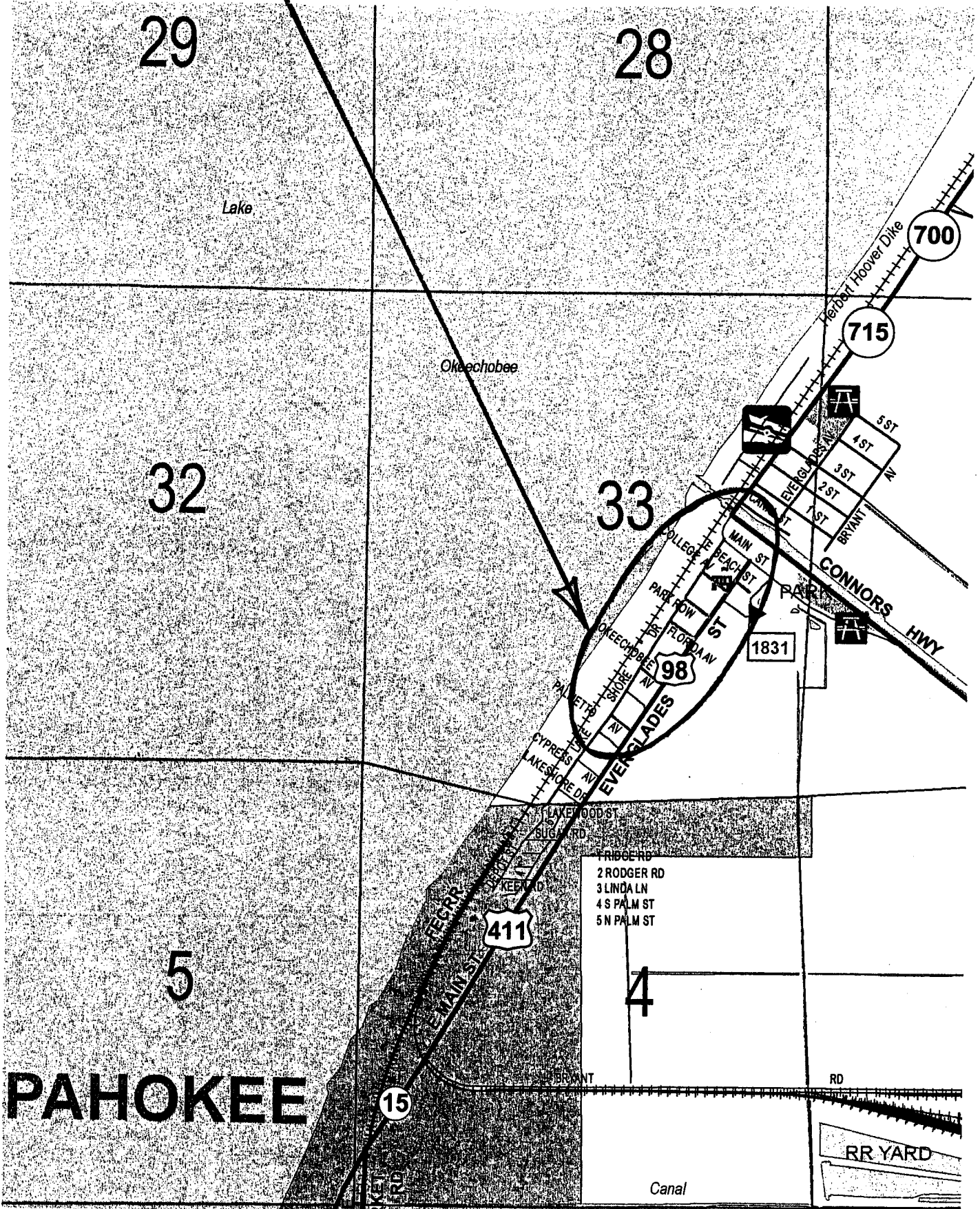
Background and Justification: (Continued)

On March 13, 2007, the Board approved an Interlocal Agreement (R2007-0367) totaling \$710,950 in CCRT funds to be used toward construction and related costs of the sewer. These funds will be matched by the City's USDA Rural Development Grant of \$400,000, the Community Development Block Grant of \$105,395, and the City's State Appropriation of \$700,000.

The County's Engineering & Public Works Department Administrative Services Division oversees the reimbursements for this project and will continue this service to the end of construction. The Economic Development Office (EDO) prepared applications and assisted the City in securing State and Federal grants to fund construction of the sanitary sewer expansion in the Canal Point area. EDO continues to coordinate with the City on the implementation of the project.

PROJECT LOCATION CANAL POINT SEWER

PROJECT NO. 2002917



LOCATION SKETCH

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
THE CITY OF PAHOKEE
R2007-0367**

THIS AMENDMENT is made as of the 26th day of FEBRUARY, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Pahokee, a municipal corporation existing under the laws of Florida, (hereinafter "PAHOKEE"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, on March 13, 2007, the COUNTY and PAHOKEE entered into an Interlocal Agreement (hereinafter "AGREEMENT"), Resolution R2007-0367 totaling \$710,950 for the installation of the Canal Point Sanitary Sewer; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved an additional \$300,000 in Countywide Community Revitalization Team (CCRT) funds to assist in the sewer expansion costs; and

WHEREAS, the COUNTY and PAHOKEE desire the additional funds totaling Three Hundred Thousand Dollars (\$300,000) to be used for construction, administration and other related costs for the sanitary sewer, which will benefit the residents and businesses in the Canal Point area.

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

I. Section 4. Entitled Responsibilities and Duties:

Sentence 1 of Subsection A is hereby deleted and replaced with the following:

A. COUNTY shall reimburse PAHOKEE an amount not to exceed **One Million Ten Thousand Nine Hundred Fifty Dollars (\$1,010,950.00)** for the Project, provided PAHOKEE performs pursuant to the terms and conditions of this AGREEMENT. PAHOKEE agrees that the extent of COUNTY'S responsibility under this AGREEMENT shall be limited solely to funding, as stated above.