

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 9, 2008 Consent Regular
 Workshop Public Hearing

Submitted By: County Administration
Submitted For: Office of Community Revitalization

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to the Interlocal Agreement with the City of South Bay dated June 19, 2007 (R2007-0910).

Summary: On June 19, 2007, the Board of County Commissioners ("BCC") approved an Agreement with South Bay in the amount not-to-exceed \$400,000 for street improvements. This first amendment to the Agreement with South Bay allows the County to make reimbursement payments directly to vendors hired by South Bay to perform services in accordance with the agreement. The project was originally approved by the Board of County Commissioners (BCC) on October 18, 2005, and is being funded through the Office of Community Revitalization/CCRT allocation of \$100,000 in Fiscal Year 2005-2006 and \$300,000 in FY 2006-2007. District 6 (AH)

Background and Justification: The BCC created the Office of Community Revitalization (OCR) in 2003 to administer and coordinate community revitalization initiatives within the unincorporated areas of Palm Beach County and the Lake Region municipalities of South Bay, Pahokee, and Belle Glade. The OCR receives an annual allocation of general funds which are utilized in partnership with funding from other County departments to initiate and complete community and neighborhood revitalization projects, such as: paving; drainage; water and sanitary sewer systems; neighborhood parks; community centers; land acquisition; and feasibility studies. The OCR also provides financial and technical assistance to neighborhood organizations within CCRT areas to develop community enhancement initiatives. The agreement provides an amount-not-exceed \$400,000 to South Bay for construction, engineering and design costs to SW 7th Avenue from SW 1st Street to Dr. Martin Luther King Jr. Blvd. This amendment allows the County to make reimbursements directly to authorized vendors that perform services in accordance with the agreement. The amendment has been executed by South Bay and now needs to be approved by the BCC.

Attachments:

- 1) First Amendment to Interlocal Agreement between Palm Beach County and South Bay
- 2) Agreement between Palm Beach County and South Bay dated June 19, 2007
- 3) City of South Bay letter

Recommended By: *RMAK 8/7/08* *[Signature]* Department Director Date 8/7/08
Approved By: _____ *[Signature]* Deputy County Administrator Date 8/22/08

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
<u>Capital Expenditures</u>					
<u>Operating Costs</u>					
<u>External Revenues</u>					
<u>Program Income</u>					
<u>In-Kind Match County</u>					
<u>NET FISCAL IMPACT</u>	* See Below				
<u># ADDITIONAL FTE POSITIONS</u>					

Budget Account No.: Fund 3900 Dept 366 Unit X113 Object 6551/8101

Is Item Included in Current Budget? Yes x No

B. Recommended Sources of Funds/Summary of Fiscal Impact: No additional fiscal impact. Change in verbiage only

3900	366 X 113	6551	\$100K
3900	366 X 113	8101	\$300K
			<u>\$400K</u>

C. Department Fiscal Review: See Signature

III. REVIEW COMMENTS

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

*There is no change to the original agreement amount of \$400,000 that was approved by the Board on June 19, 2007.

<p><u>atuzllwhite 8-18-08</u> OFMB</p>	<p><u>[Signature]</u> Contract Development and Control</p>
--------------------------------------------	----------------------------------------------------------------

vo 8/17
SH 8/18/08 8/21/08

B. Legal Sufficiency:

This amendment complies with our review requirements.

Anne Delgant 8/21/08
Assistant County Attorney

C. Other Department Review:

Department Director

**FIRST AMENDMENT
TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF SOUTH BAY**

THIS FIRST AMENDMENT, dated _____, 2008, to Contract dated June 19, 2007 (R2007-0910), by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and the City of South Bay, a municipal corporation existing under the laws of Florida, hereinafter referred to as "SOUTH BAY", each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated June 19, 2007 (R2007-0910), hereinafter referred to as the "Contract", whereby COUNTY agreed to reimburse SOUTH BAY an amount not-to-exceed \$400,000 for street improvements within the City of South Bay; and

WHEREAS, the parties desire to amend the Contract by allowing COUNTY to make reimbursement payments directly to vendors who perform services required for the street improvements in accordance with the Contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the SOUTH BAY agree as follows:

1. Section 6 – Payments/Invoicing and Reimbursement is hereby amended to add as the last paragraph:

"COUNTY may make reimbursement payments directly to vendors/contractors hired by SOUTH BAY to perform the Project, upon proper documentation as deemed necessary by COUNTY, that the vendor/contractor performed the Project in accordance with this Agreement. Reimbursement payments made directly to a vendor/contractor shall be deducted from the total not-to-exceed amount of this Agreement. Upon request by COUNTY, SOUTH BAY shall also provide documentation that each vendor/contractor was hired through a competitive procurement process."

2. All other provisions of said CONTRACT, dated June 19, 2007, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

3. This FIRST AMENDMENT shall not take effect until executed by the parties hereto.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY and SOUTH BAY has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller


PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson


ATTEST:

CITY OF SOUTH BAY, BY ITS CITY
COUNCIL:

 Virginia K. Walker
City Clerk

 Shirley Walter Turner
Mayor

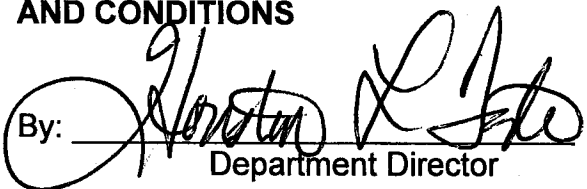
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:  _____
City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Anne Delgant
Asst. County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Department Director

R2007 0910

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF SOUTH BAY**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the **JUN 19 2007** day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of South Bay, a municipal corporation existing under the laws of Florida, (hereinafter "SOUTH BAY"), 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, SOUTH BAY desires to conduct street improvements within the City of South Bay; and

WHEREAS, SOUTH BAY has requested the COUNTY fund an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00) for street improvements within the City of South Bay; and

WHEREAS, both the COUNTY and SOUTH BAY support street improvements; and

WHEREAS, street 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.

City of SOUTH BAY Interlocal Agreement

Section 3. Project to be Completed by SOUTH BAY:

SOUTH BAY shall make repairs to SW 7th Avenue (From SW 1st Street to Martin Luther King, Jr. Blvd.) (hereinafter the "Project") as more specifically described in the Scope of Work which is attached hereto and incorporated herein as Exhibit "A".

Section 4. Responsibilities and Duties:

- A. COUNTY shall reimburse SOUTH BAY an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00) for the Project, provided SOUTH BAY performs pursuant to the terms and conditions of this Agreement. SOUTH BAY agrees that the extent of COUNTY'S responsibility under this Agreement shall be limited solely to funding, as stated above.
- B. SOUTH BAY shall secure all necessary easements, permits, approvals and authorizations from any Federal, State, Regional, County or Agency which are required to perform the Project.
- C. SOUTH BAY shall perform the Project in accordance with Exhibit "A".
- D. SOUTH BAY shall use its own personnel and/or subcontractors to perform this Agreement.
- E. SOUTH BAY shall assume all responsibility for design, bidding, contract preparation and contract administration for the Project, including payment(s) to contractor(s) pursuant to all applicable government laws and regulations.
- F. Upon termination or expiration of this Agreement, SOUTH BAY shall be responsible for the perpetual repair and maintenance of SW 7th Street.

Section 5. Rates, Fees and Charges:

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

Section 6. Payments/Invoicing and Reimbursement:

The County shall reimburse SOUTH BAY upon completion of each task as identified in Exhibit "A". SOUTH BAY shall submit all invoices to the COUNTY identifying the Project, including SOUTH BAY's total expenditure for the Project, and identifying the amount due and payable to SOUTH BAY. Invoices shall be itemized in sufficient detail for prepayment audit and shall be

City of SOUTH BAY Interlocal Agreement

supported by copies of the corresponding paid consultant, contractor, and/or vendor invoices which substantiate proof of payment and performance. SOUTH BAY 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 SOUTH BAY 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 SOUTH BAY.

The project will be initiated by SOUTH BAY on February 1, 2007. Only those costs incurred by SOUTH BAY 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 SOUTH BAY 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 SOUTH BAY. The determination that SOUTH BAY has ceased or suspended the Project shall be made by COUNTY and SOUTH BAY agrees to be bound by COUNTY's determination.

Section 7. Access and Audits:

SOUTH BAY 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 SOUTH BAY, SOUTH BAY shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

Section 8. Independent Contractor:

SOUTH BAY 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 SOUTH BAY's sole direction, supervision, and control. SOUTH BAY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects SOUTH BAY'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.

City of SOUTH BAY Interlocal Agreement

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

Section 9. Personnel:

SOUTH BAY 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 herein under shall be performed by SOUTH BAY 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 SOUTH BAY'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, and SOUTH BAY shall indemnify, defend, and hold harmless COUNTY against any and all actions, claims, or damages arising out of SOUTH BAY'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, SOUTH BAY 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

City of SOUTH BAY Interlocal Agreement

- B. In the event that SOUTH BAY does not rely exclusively on sovereign immunity as provided by Section 768.28, Florida Statutes, SOUTH BAY 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, SOUTH BAY shall add the COUNTY as an "Additional Insured."
- C. SOUTH BAY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statutes, Chapter 440.
- D. SOUTH BAY 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.
- E. SOUTH BAY shall require each contractor engaged by SOUTH BAY for work associated with this Agreement to maintain:
 - a. Workers' Compensation coverage in accordance with Florida Statutes, and;
 - b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than One Million Dollars (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured; and
 - c. A payment and performance bond for the total amount of the Project/improvements in accordance with Florida Statute 255.05.

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:

City of SOUTH BAY Interlocal Agreement

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 the "SOUTH BAY":

Clarence E. Anthony, Mayor
City of South Bay
335 SW 2nd Avenue
South Bay, Florida 33493

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.

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.

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.

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.

City of SOUTH BAY Interlocal Agreement

Section 19. Equal Opportunity:

COUNTY and SOUTH BAY 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. SOUTH BAY 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:

SOUTH BAY 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. SOUTH BAY 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. SOUTH BAY's termination of this Agreement shall result in all obligations of the COUNTY for funding contemplated herein to be cancelled.

Section 24. Compliance with Codes and Laws:

SOUTH BAY shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. SOUTH BAY 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, SOUTH BAY shall have its

City of SOUTH BAY Interlocal Agreement

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

Section 28. Signage:

The COUNTY may, at its discretion and for the duration of construction and repairs, install signs within public property or easements, notifying the public that construction of the Project was funded with COUNTY dollars.

Remainder of this page intentionally left blank

City of SOUTH BAY Interlocal Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

R2007 0910

JUN 19 2007

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

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: *Sharon R. Bock*
Deputy Clerk



By: *Addie L. Greene*
Addie L. Greene, Chairperson

Approved as to Form and
Legal Sufficiency:

By: *Anne Helgand*
Assistant County Attorney

Approved as to Terms and Conditions:

By: *Houston L. Tate*
Houston L. Tate, Manager
Office of Community Revitalization

ATTEST:

CITY OF SOUTH BAY, BY ITS CITY COUNCIL

By: *Virginia K. Walker*
City Clerk

By: _____
Mayor

Approved as to Form and
Legal Sufficiency:

By: *[Signature]*
City Attorney

EXHIBIT "A"

CITY OF SOUTH BAY-PALM BEACH COUNTY, FLORIDA ROADWAY IMPROVEMENT PROGRAM

SCOPE OF WORK FOR
THE FULL RECONSTRUCTION OF SW 7TH AVENUE
(FROM SW 1ST STREET TO MARTIN LUTHER KING BLVD.)

SW 7th Avenue (From SW 1st Street to Martin Luther King Blvd.) Costs Not to exceed \$400,000.00

Construction Costs
Engineering Design Cost
Construction Administration Services

- Excavation of roadway pavement, concrete curbing, concrete sidewalks, concrete and asphalt driveways, and grass planting strips; remove trees and other vegetation that fall within the proposed construction limits; and install pollution prevention items along the alignments.
- Complete removal of existing muck material from under the existing roadways and replacement with a stable backfill material.
- Retain all existing utility facilities-adjust frames, grates and covers to meet new grades. Rebuild several sanitary manholes to accommodate new curb alignments.
- Reconstruct all new 'reduced width' roads including: Type S-1 asphalt pavement, local rock base and sub base materials; new concrete curbing-Type F, Valley Gutter Curb, and Flush styles; new concrete sidewalks and driveways; new grass planting strips; and re-installing existing mail boxes.
- Roadway signing: Either reset existing or add new signs-street names, stop signs, no parking signs, dead end signs—all as required.
- New pavement markings: stop bars, cross walks, centerline striping—all as required.
- Repair/replace abutters' property impacted/disturbed by new construction including: driveways, walkways and lawns.

CERTIFICATE OF COVERAGE

Certificate Holder

Administrator

Issue Date 05/22/07

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONER
OFFICE OF COMMUNITY REVITALIZATION
2300 NORTH JOG ROAD
WEST PALM BEACH FL 33411 2741

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0553

COVERAGE PERIOD: FROM 10/1/06

COVERAGE PERIOD: TO 10/1/07 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants'/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible Stoploss \$2,500

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability

* Combined Single Limit

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- Buildings
 - Basic Form
 - Special Form
- Personal Property
 - Basic Form
 - Special Form
- Agreed Amount
- Deductible N/A
- Coinsurance N/A
- Blanket
- Specific
- Replacement Cost
- Actual Cash Value

Miscellaneous

- Inland Marine
- Electronic Data Processing
- Bond

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible \$2,500
-

Automobile/Equipment - Deductible

- Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment

Other

The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,500,000 (combined single limit) per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/Locations/Vehicles/Special Items

RE: Interlocal Agreement.

The Certificate Holder is hereby added as an additional insured, except for Worker's Compensation and Employers Liability, as respects the member's liability for the above described item.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

CITY OF SOUTH BAY
335 SW 2ND AVENUE
SOUTH BAY FL 33493

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller do hereby certify
this to be a true and correct copy of the original
AUTHORIZED REPRESENTATIVE

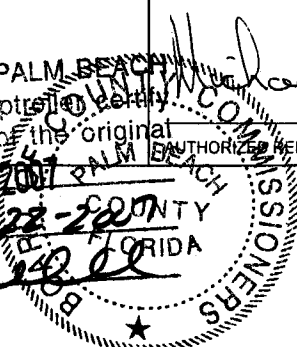
FMIT-CERT (10/96)

filed in my office on

JUN 19 2007

dated at West Palm Beach, FL on 6-22-2007

By: *Nancy Powell*
Deputy Clerk



City Hall (561) 996-6751
(561) 996-6752

Police
Department (561) 996-6511

City of South Bay

335 S. W. 2ND AVENUE

South Bay, Florida 33493

March 17, 2008

Mr. Houston Tate, Manager
Palm Beach County Administration
Office of Community Revitalization
2300 North Jog Road, 2-East
West Palm Beach, FL 33411-2741

RECEIVED
March 24, 2008

SUBJECT: INTERLOCAL AGREEMENT (RESOLUTION #2007 0910)

Dear Mr. Tate:

The City of South Bay is requesting an amendment to the Agreement executed by the Board of County Commissioners on June 19, 2007, under *Resolution Number 2007 0910*, to allow the County to pay directly to Vendors for expenditures related to the implementation of the "South Bay Street Improvements Project".

Again, I would like to thank you on behalf of the City of South Bay in a continuous and combined effort with Palm Beach County toward the betterment of our community. I look forward to working with you on this project and many more in the future.

If you require additional information regarding the above project, please contact me at (561) 996-6751.

Sincerely,


Lomax Harrelle, City Manager
City of South Bay

LH/esd

cc: Mayor and Commission
Ms. Virginia K. Walker, City Clerk/Treasurer
Mr. Thomas Montgomery, City Attorney
Mr. Edward Lowery, Director, Palm Beach Housing and Community Development
Ms. Annette J. Parchment, Interim Community Development Director
Ms. Claudia Cano, Accounting Specialist III / Information Systems Administrator
Ms. Linda Johnson, Newly Elected City Commissioner

RESOLUTION 31-2008

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF SOUTH BAY, FLORIDA AMENDING CONTRACT DATED JUNE 19, 2007 (R2007-0910), BY AND BETWEEN PALM BEACH COUNTY AND THE CITY OF SOUTH BAY, FLORIDA.

WHEREAS, the City of south Bay and the county of Palm Beach has entered into that certain contract dated June 19, 2007 (R2007-0910); and

WHEREAS, the county agreed to reimburse the City of South Bay an amount not to exceed \$400,000 for street improvements within the City of south Bay; and

WHEREAS, the parties desire to amend the contract by allowing the County to make reimbursement payments directly to vendors who perform services required for the street improvements in accordance with the contract.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed within the First Amendment to Contract (R2007-0910) the City commission does hereby approve the First Amendment.

PASSED AND ADOPTED, this 15th day of July, 2008.


Mayor, Shirley Walker-Turner


Vice-Mayor, Esther E. Berry

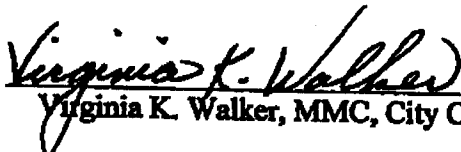

Commissioner, Joe Kyles


Commissioner, John Wilson

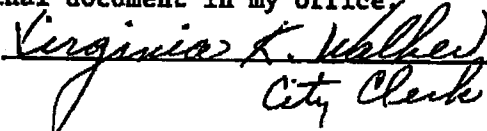
Commissioner, Linda Johnson

(Municipal Seal)

ATTEST:


Virginia K. Walker, MMC, City Clerk

I Virginia K. Walker, City Clerk of the City of South Bay do hereby certify this to be an exact copy of the original document in my office.


City Clerk