

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date: 9/9/08 [x] 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 R2006-1236 with Loxahatchee Groves Water Control District (LGWCD) for acquisition of a water truck, extending the completion deadline from September 30, 2008 to January 30, 2009.

**SUMMARY:** On July 11, 2006, LGWCD and Palm Beach County entered into an Interlocal Agreement to provide reimbursement funds in an amount not to exceed \$60,000 for the acquisition of a water truck. LGWCD desires that the Agreement continue without interruption or lapse and its term extended to January 30, 2009.

District 6 (MRE)

**Background and Justification:** LGWCD desires to purchase a water truck to maintain local shellrock roads. Due to delays encountered by LGWCD in their efforts to purchase the water truck, the September 30, 2008 completion deadline needs to be extended to January 30, 2009.

**Attachments:**

1. Location Map
  2. Project Authorization
  3. Amendment
  4. Interlocal Agreement R2006-1236
- 

Recommended by: \_\_\_\_\_  
Division Director Date

Approved by: By T. Webb 7/28/08  
County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
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 X No \_\_\_\_\_  
 Budget Acct No.: Fund 3500 Dept. 368 Unit 1208 Object 8101  
 Program

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

Transportation Improvement Fund  
 Reserve for District 6  
 Loxahatchee Groves Water Truck Acquisition-Dist 6

Funded July 11, 2006. No additional fiscal impact.

C. Departmental Fiscal Review: *[Signature]*

**III. REVIEW COMMENTS**

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

*[Signature]* 8-1-08  
 OFMB  
 (UD) CN  
 7/21/08 7/29/08

*[Signature]* 8/4/08  
 Contract Dev. and Control  
 C. Jensen 8/4/08

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

This amendment complies with our review requirements.

*[Signature]* 8/4/08  
 Assistant County Attorney

**C. Other Department Review:**

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

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

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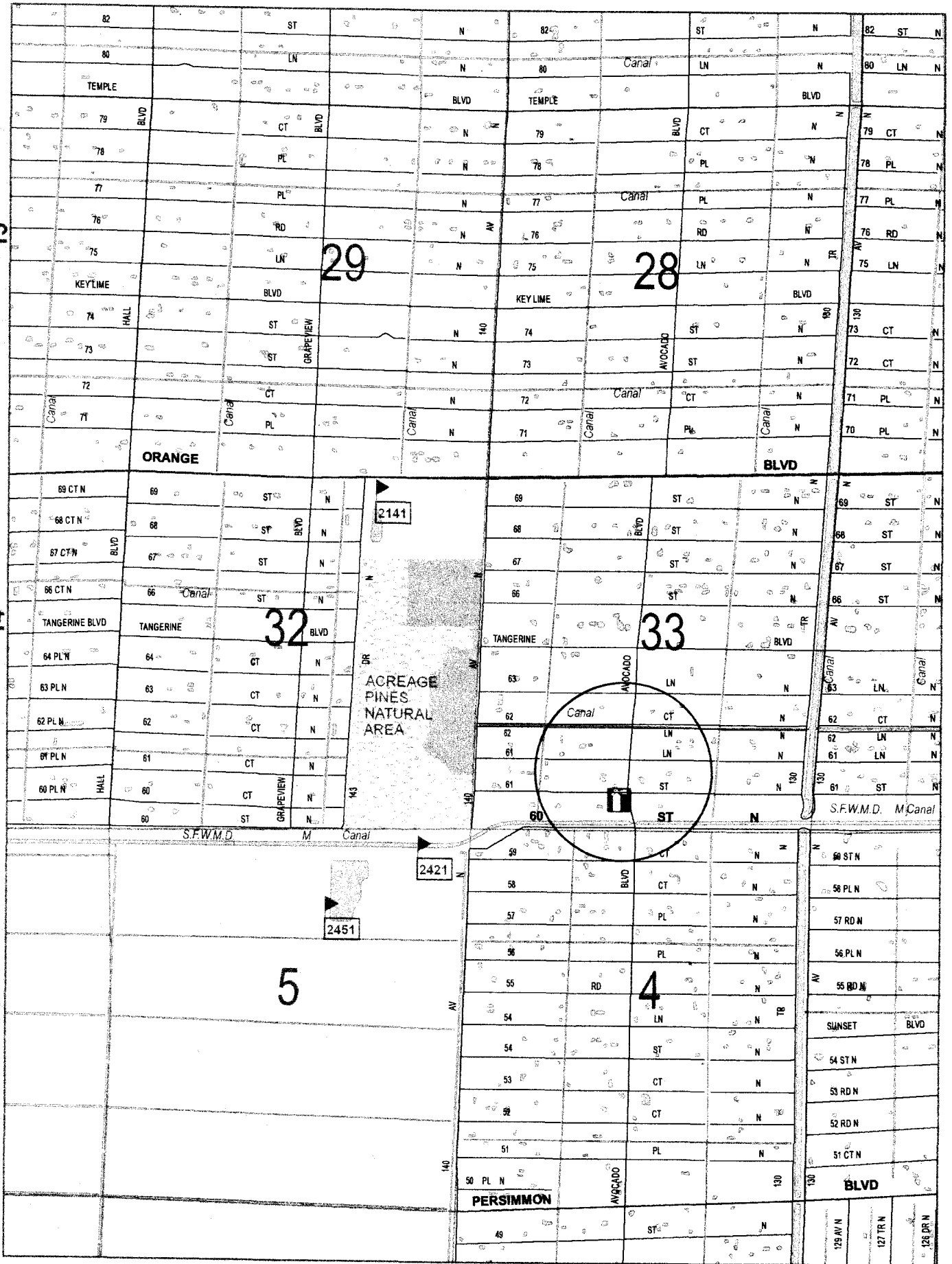
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**From:** Cyndy Verner  
**To:** Owen Miley  
**Date:** 5/19/2008 4:02:35 PM  
**Subject:** Loxahatchee Groves Water Control District

Good afternoon:

We currently have an inter-local agreement with Loxahatchee Groves Water Control District (R2006-1236) for the purchase of a water truck from District 6 gas tax funds. Commissioner Santamaria has received a request from District Administrator Clete Saunier, requesting an extension to the expiration date of the Interlocal Agreement from September 30, 2008 to December 31, 2008. Loxahatchee Groves is having difficulty getting a commitment from the selected (low bidder) truck dealership to have the water truck manufactured and delivered in time for the September 30, 2008 expiration date.

Would you please process the necessary amendment to the Agreement to allow for an extension of the expiration date. Thanks a million.

Cyndy Verner

Senior Administrative Assistant to

Jess R. Santamaria

County Commissioner

District 6

(561) 355-6300

**AMENDMENT TO THE INTERLOCAL AGREEMENT  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT  
FOR ACQUISITION OF A WATER TRUCK**

**THIS AMENDMENT** is made to the Inter-local Agreement (R2006-1236) dated July 11, 2006 with **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, an independent Special District of the State of Florida hereinafter referred to as "**DISTRICT**", and the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**".

**WITNESSETH**

**WHEREAS**, on July 11, 2006 the **DISTRICT** and the **COUNTY** entered into an Inter-local Agreement (R2006-1236) to provide funding to the **DISTRICT** for the purchase of a water truck in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)** and;

**WHEREAS**, the **DISTRICT** has requested modification of the Agreement extending the time of completion from September 30, 2008 to January 30, 2009; and

**WHEREAS**, the **COUNTY** and **DISTRICT** desire to amend the July 11, 2006 Interlocal Agreement (R2006-1236) to extend the time of completion to January 30, 2009.

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

1. The Inter-local Agreement dated July 11, 2006, by and between the **COUNTY** and **DISTRICT** is hereby amended to revise paragraph 9 as follows:

9. Acquisition of the **VEHICLE** shall be completed and final invoices submitted to the **COUNTY** no later than January 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.

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 (R2006-1236) dated July 11, 2006 not specifically amended herein shall remain in full force and effect.

(REMAINDER OF PAGE LEFT BLANK)

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

LOXAHATCHEE GROVES  
WATER CONTROL DISTRICT

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

By: David DeMarsis  
Chair

By: \_\_\_\_\_  
Addie L. Greene Chairperson

ATTEST:

ATTEST:

By: John C. Ryan  
Secretary

SHARON R. BOCK, CLERK  
by: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Wynne Uvalde  
District Attorney

by: \_\_\_\_\_  
Assistant County Attorney

Date: June 9, 2008

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: J. McConwell

Date: 7/24/08

**R2006-1236**

**INTERLOCAL AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
LOXAHATCHEE GROVES WATER CONTROL DISTRICT  
FOR ACQUISITION OF A WATER TRUCK  
TO MAINTAIN DISTRICT SHELL ROCK ROADS**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of JUL 11 2006, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", the **LOXAHATCHEE GROVES WATER CONTROL DISTRICT**, hereinafter referred to as "DISTRICT".

**WITNESSETH:**

**WHEREAS**, the **DISTRICT** is undertaking the acquisition of a water truck for use within the **DISTRICT**, hereinafter referred to as "**VEHICLE**"; and

**WHEREAS**, the **VEHICLE** consists of the purchase of a water truck for maintenance of shell rock roads within the **DISTRICT**; and

**WHEREAS**, the **COUNTY** believes that these efforts by the **DISTRICT** serve a public purpose in the maintenance and safety of **DISTRICT** roads and wishes to support the **DISTRICT'S** efforts to acquire the vehicle by providing reimbursement funding for the documented cost of the vehicle acquisition in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**; and

**WHEREAS**, after acquisition of the vehicle, the **DISTRICT** will be responsible for the perpetual maintenance of the vehicle.

**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 cost of the **VEHICLE** in an amount not to exceed **SIXTY THOUSAND DOLLARS (\$60,000.00)**.
3. The **COUNTY** agrees to reimburse the **DISTRICT** the amount established in paragraph 2 for costs associated with acquisition of the **VEHICLE**, upon the **DISTRICT'S** submission of acceptable documentation needed to substantiate its costs for the **VEHICLE**. 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 **DISTRICT** agrees to assume all responsibility for contract preparation, and contract administration for the acquisition of the **VEHICLE**, pursuant to all applicable governmental laws and regulations.

6. 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 **DISTRICTS's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **DISTRICT** 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 **DISTRICT** 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 **DISTRICT** agrees to be responsible for the perpetual maintenance of the **VEHICLE** following the acquisition.

9. Acquisition of the **VEHICLE** shall be completed and final invoices submitted to the **COUNTY** no later than September 30, 2008, 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.

10. 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.
11. The **DISTRICT** shall, at all times during the term of this Agreement (the acquisition of the **VEHICLE**), maintain its status as a self insured entity.
12. 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).
13. 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.
14. The **DISTRICTS's** termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.
15. 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.
16. 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.

17. 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

18. 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.

19. 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.

20. 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.

21. Each party agrees to abide by all laws, orders, rules and regulations and the **DISTRICT** will comply with all applicable governmental requirements in acquisition of the **VEHICLE**.

22. 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.

23. 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.
24. 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.
25. 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.
26. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.
27. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
28. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

REMAINDER OF PAGE LEFT BLANK

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

LOXAHATCHEE GROVES  
WATER CONTROL DISTRICT

R2006 1236 JUL 11 2006  
PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: D. Woody  
Chair

By: Karen T. Marcus  
Chair  
for Tony Maslotti, Chairman

ATTEST:

ATTEST: SHARON ROCK  
CLERK OF COMPTROLLER

By: Daniel DeMarco  
Secretary

By: Judith Crisler  
Deputy Clerk  
CLERK OF COMPTROLLER  
PALM BEACH COUNTY  
FLORIDA

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: Charles H. Howard  
District Attorney

By: Marlene R. Gatt  
Assistant County Attorney

Date: June 2, 2006

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: W. Malouise

Date: 6/16/06