

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

Meeting Date: January 12, 2010

☒ Consent

☐ Regular

☐ Workshop

☐ Public

Department:

Submitted By: Engineering and Public Works
Submitted For: Land Development Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement with the School Board of Palm Beach County (School Board) regarding drainage of Lawrence Road fronting the Royal Palm Beach school facility.

SUMMARY: The School Board requested a permit to construct a turn lane in Lawrence Road which required drainage to go through the Royal Palm School. The School Board has requested to be bound by the terms and conditions of this Interlocal Agreement in lieu of providing a drainage easement.

District 3 (MRE)

Background and Justification: The drainage system for Lawrence Road was not adequate to accommodate the additional drainage for the right turn lane. The on-site drainage system was designed to accommodate the drainage for this section of Lawrence Road. The School Board has requested that Palm Beach County enter into an Interlocal Agreement to provide legal positive outfall from the roadway across Royal Palm School property to the outfall. The School Board will be bound by the terms and conditions of this Interlocal Agreement.

The proposed Interlocal Agreement is consistent with Section 163.01 of Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969.

Attachments:

1. Location Sketch
2. Interlocal Agreement (four originals)

Recommended by: _____

Division Director

Date

Approved by: _____

County Engineer

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
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 fiscal impact.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

 12-21-09
OFMB

 12/23/09
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

 1/6/10
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

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



AGENDA ITEM #: 3-C-9

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND THE SCHOOL BOARD
OF PALM BEACH COUNTY, FLORIDA REGARDING DRAINAGE
OF LAWRENCE ROAD FRONTING THE ROYAL PALM SCHOOL
FACILITY**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____, 2009, by and between the **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic of the State of Florida, hereinafter "**BOARD**" and **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter "**COUNTY**."

WITNESSETH:

WHEREAS, the BOARD has undertaken the task of modernizing the existing Royal Palm School facility, hereinafter SCHOOL, to guarantee safe and up-to-date facilities that will meet the diverse educational and physical program needs for its students; and

WHEREAS, the COUNTY has reviewed the site plan and approved the SCHOOL project; and

WHEREAS, the construction of the SCHOOL and improvements to the adjacent Lawrence Road require the modification of a portion of the SCHOOL's drainage system in order to provide legal positive outfall from the roadway across SCHOOL property to an existing lake; and

WHEREAS, the COUNTY requires assurance that the BOARD will allow the uninterrupted flow of storm water discharge from the road through the SCHOOL's drainage system and will not make any changes or modifications to the portion of the SCHOOL's drainage system used for road drainage without prior written approval from the COUNTY; and

WHEREAS, the BOARD and COUNTY are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage; and

WHEREAS, the BOARD and COUNTY believe that it is in their best interests to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

1. The BOARD agrees to install the drainage pipe to carry storm water from a 39.92 foot by 997.75 foot section of Lawrence Road depicted on Exhibit "A", attached hereto and made a part hereof, across School property to an existing lake, as set forth in the BOARD'S Surface Water Management Permit issued by the South Florida Water Management District.
2. The BOARD agrees to obtain written approval from the County Engineer, which approval shall not be unreasonably withheld or delayed, prior to making any changes or modifications to the portion of the SCHOOL's drainage system used for drainage outfall for Lawrence Road.

3. In the event that the BOARD fails to maintain the drainage pipe, the COUNTY may, at its option, and after providing the BOARD notice as set forth in Paragraph 13, enter onto the property of the BOARD for the sole purpose of performing the required maintenance to the drainage pipe. In the event that the COUNTY elects to perform such maintenance, all COUNTY employees, agents or contractors who enter BOARD property while students are present shall comply with all applicable provisions of Florida Statute 1012.465, as amended from time to time.
4. Neither party is an agent or servant of the other. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.
5. The BOARD and COUNTY acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office of employment.

The BOARD and COUNTY agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an Agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. The parties agree to maintain insurance coverage or to be self-insured for general liability, worker's compensation, and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

6. Termination of this agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Termination of this agreement will require that the BOARD provide alternative legal positive outfall for the portion of Lawrence Road that drains through the SCHOOL's drainage system.
7. The BOARD and COUNTY agree that no person shall on the grounds or race, color, 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. The BOARD will ensure that all contracts let for the projects pursuant to the terms of this Agreement will contain similar non-discrimination and equal opportunity clause.

8. All notices required to be given under this Agreement shall be addressed to:

COUNTY

Palm Beach County Land Development Division
Attention: Ken S. Rogers, P.E.
Director
2300 North Jog Road
West Palm Beach, Florida 33411

BOARD

School Board of Palm Beach County, Florida
Planning Department
Attention: Angela Usher and Michael C. Owens
3300 Forest Hill Boulevard, C-110
West Palm Beach, FL 33406

9. By entering into this Interlocal Agreement, BOARD and COUNTY represent that each has full right and lawful authority to enter into and perform this Agreement.
10. This Agreement, including attachments hereto, constitutes the entire agreement between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.
11. This Interlocal Agreement may be amended or modified only by written addendum or amendment signed by the parties and authorized by their respective elected officials.

12. Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
13. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.
14. 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 this Agreement.
15. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all 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 or 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.
16. 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.
17. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
18. 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.

19. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
20. The effective date of this Agreement shall be the date of full execution by both parties.
21. This Agreement is made solely and specifically among and for the benefit of the Parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year first above written.

SCHOOL BOARD
OF PALM BEACH COUNTY, FLORIDA

PALM BEACH COUNTY, FLORIDA

By: William G. Graham
William G. Graham, Chairman

By: Jeff Koons
~~Jeff Koons, Chairman~~
Burt Aaronson, Chair

ATTEST:

ATTEST:

By: Arthur C. Johnson
Arthur C. Johnson, Ph. D., Superintendent

By: Sharon Bock
Sharon Bock, County Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Blain Huns 11/2/09
School Board Attorney

By: _____
County Attorney

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