

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	June 8, 2010	Consent <input checked="" type="checkbox"/>	Regular <input type="checkbox"/>
		Public Hearing <input type="checkbox"/>	

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Palm Beach County School Board for Installation, Dedication and Maintenance of a Force Main.

Summary: The Palm Beach County School Board is currently constructing the new Western Communities Elementary School (O3W) on Lyons Road, south of Pioneer Road. The Department's Wastewater Master Plan requires the installation of an oversized force main in Lyons Road, adjacent to this property. The School Board requested that the Department install the pipeline. The School Board agreed to provide the Department a complete engineering design, all necessary permits and a monetary contribution of \$89,500.00 in lieu of construction. The Department has the necessary resources to complete the pipe installation in time for the proposed school opening. (WUD #09-518) District 6 (MJ).

Background and Justification: The Water Utilities Department normally requires off-site utility improvements to be installed by a property owner. The installation of the 30" diameter force main by far exceeds the pipe sizes necessary for the proposed school. The Department's ability and commitment to install the off-site transmission main in a timely manner provides an equitable capital expenditure to the School Board.

Attachments:

1. Location Map
2. Two (2) Original Interlocal Agreements

Recommended By:  5/18/10
Department Director Date

Approved By: 
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	330,000	0	0	0	0
External Revenues	(\$89,500.00)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	240,500	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No: Fund 4011 Agency 721 Org W006 Object 6543

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

The School Board agreed to provide the Department a complete engineering design, all necessary permits and a monetary contribution of \$89,500.00 in lieu of construction.

C. Department Fiscal Review: Laura M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
Estimated cost of project is \$330,000. County to complete project by June 30th, 2010

OFMB 5/28/10
5/20/10
5/27/10

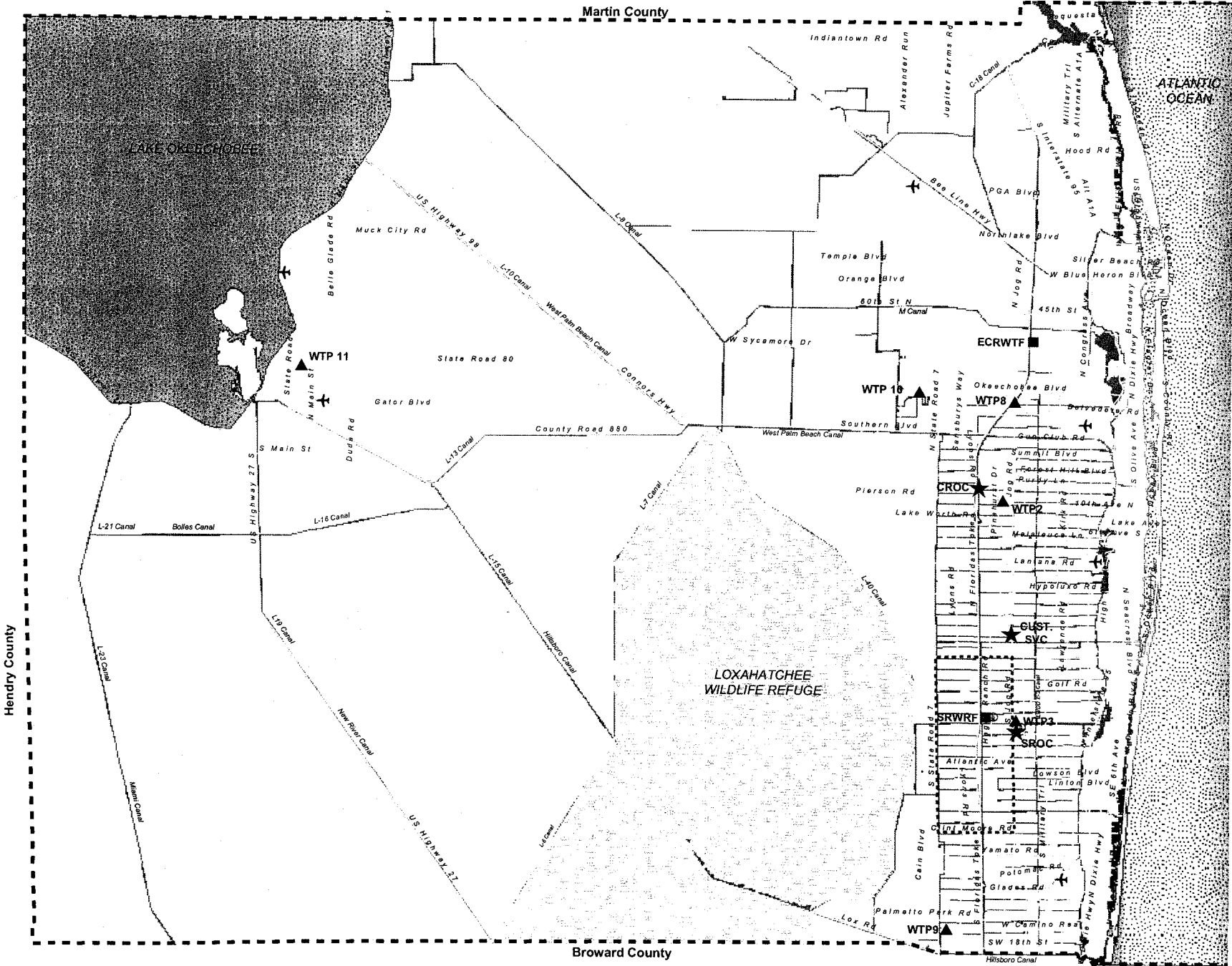
Contract Development and Control 5/28/10

This Contract complies with our contract review requirements.

B. Legal Sufficiency:
Assistant County Attorney 6/2/10

C. Other Department Review:
Department Director

PALM BEACH COUNTY, FLORIDA
WATER UTILITIES DEPARTMENT
SERVICE AREA (SA) AND MAJOR FACILITIES



- Legend**
- P.B.C.W.U.D. SA
 - Mandatory Reclaimed SA
 - County Limits
 - Administration
 - Water Reclamation Plant
 - Water Treatment Plant
 - Wetlands



**INTERLOCAL AGREEMENT
BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PALM
BEACH COUNTY AND THE SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA FOR INSTALLATION, DEDICATION AND
MAINTENANCE OF A FORCE MAIN ALONG LYONS ROAD TO
ACCOMMODATE THE NEW WESTERN COMMUNITIES ELEMENTARY
SCHOOL (O3W)**

THIS INTERLOCAL AGREEMENT made and entered into this ____ day of _____, 2010, by and between the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic of the State of Florida, hereinafter "BOARD" and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, C/O PALM BEACH COUNTY WATER UTILITIES DEPARTMENT a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, BOARD desires to connect the new Western Communities Elementary School (O3W), (SCHOOL), to COUNTY wastewater systems (WUD #09-518); and

WHEREAS, COUNTY has adequate wastewater treatment capacities; and

WHEREAS, COUNTY has very limited wastewater transmission capacities in a wastewater force main adjacent to the SCHOOL property; and

WHEREAS, COUNTY owns and maintains a 30" diameter force main in Lyons Road, approximately 750 feet south of the SCHOOL property, with available transmission capacity; and

WHEREAS, COUNTY'S wastewater master plan includes a northern extension of the 30" wastewater force main; and

WHEREAS, COUNTY agrees to install approximately 750 linear feet of the 30" wastewater force main in Lyons Road to the SCHOOL south property line by June 30, 2010; and

WHEREAS, the estimated total cost of the 750 linear feet of the 30" force main, when installed by a contractor, is approximately \$330,000; and

WHEREAS, BOARD caused to design and to obtain all necessary permits for the approximately 750 feet of 30" force main; and

WHEREAS, BOARD agrees to pay COUNTY \$89,500 contribution in lieu of construction for the installation of approximately 750 linear feet of 30" force main; and

WHEREAS, both the BOARD and the COUNTY believe that it is in their best interest to enter into this agreement; 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

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

1. The recitations set forth hereinabove are true, accurate, correct, and all incorporated herein.
2. **School Board Obligations:**
 - I. BOARD agrees to design and obtain all necessary permits for the proposed 30" force main.
 - II. Prior to Utility service initiation, BOARD agrees to pay COUNTY \$89,500 as a total contribution in lieu of construction for the proposed 30" force main.

3. **County Obligations:**

- I. COUNTY agrees to accept from BOARD \$89,500 as a total contribution in lieu of construction for the proposed 30" force main.
- II. COUNTY agree to complete the installation of the 30" force main by June 30, 2010.

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 parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes. Liability for injury to personnel, and the loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment. All personnel costs shall be borne by the employing party.

6. 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 wavier 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.

7. The **BOARD** and **COUNTY** agree that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, ethnicity, marital status, sexual orientation, gender, gender identity and expression 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 **COUNTY** 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 Water Utilities Department
Attention: Brian Shields, P.E.
Deputy Director
8100 Forest Hill Boulevard
West Palm Beach, Florida 33413

BOARD

Palm Beach County School Board
Planning Department
Att: Angela Usher and Randall D. Granberry

3300 Forest Hill Boulevard, C-110
West Palm Beach, FL 33406

9. By entering into this 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 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. Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

14. 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.

15. 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.

16. 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.

17. 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.

18. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

19. 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.

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

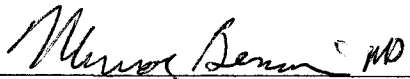
21. The effective date of this Agreement shall be the date of full execution by both parties.

22. 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 THE FOLLOWING PAGE)

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

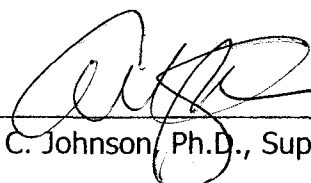
SCHOOL BOARD
OF PALM BEACH COUNTY, FLORIDA
BY ITS BOARD

By: 
Monroe Benaim, M.D., Chairman

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

By: _____
Burt Aaronson, Chair

ATTEST:

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  4/13/10
School Board Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO
TERMS AND CONDITIONS


Bevin A. Beaudet, P.E., Director WUD