

Agenda Item #3.M.2.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 7, 2012

Consent
 Ordinance

Regular
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Agreement with the South Florida Water Management District (SFWMD) to provide potable water access from John Stretch Memorial Park to the adjacent S-3 Pump Station for a 10-year period from October 1, 2011, through September 30, 2021.

Summary: SFWMD is currently receiving potable water from John Stretch Memorial Park under an Agreement approved by the Board on January 8, 2002, R2002-0094. That Agreement has now expired and is being replaced by this new, retroactive Agreement. The S-3 Pump Station is located adjacent to John Stretch Memorial Park on top of the Herbert Hoover dike located along the south shore of Lake Okeechobee. The SFWMD will pay the County \$1,200 per year for the water service and usage. District 6 (AH)

Background and Justification: Pump Station S-3, managed by SFWMD, is currently receiving potable water from the adjacent John Stretch Memorial Park. SFWMD, at its own expense, has tapped into the park's existing water supply to avoid the expense of boring and piping under US 27 to access the South Shore Water Association's water supply. The SFWMD has met all the requirements of the South Shore Water Association.

The January 8, 2002, Agreement expired on September 30, 2011, and staff has been working diligently to develop a new agreement. Both the County and SFWMD have continued to operate in good faith under the old agreement while the new agreement is being processed. SFWMD requested the new Agreement's term begin on October 1, 2011, for billing and compliance purposes.

The term of this Agreement is from October 1, 2011, until September 30, 2021. SFWMD will pay the County \$1,200 annually for water service and usage. In the event the water usage significantly increases, the County will promptly notify SFWMD and the annual fee will be equitably adjusted.

Attachment: Cooperative Agreement for Potable Water at Pump Station S-3

Recommended by: 
Department Director

1-17-2012
Date

Approved by: 
Assistant County Administrator

2/6/12
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>	<u>1,200</u>
External Revenues	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>	<u>(1,200)</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 0001 Department 580 Unit 5221
 Revenue Source 6943/Object 4304 Program

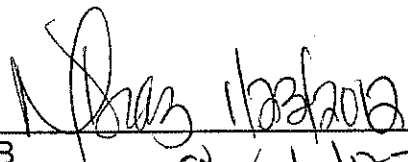
B. Recommended Sources of Funds/Summary of Fiscal Impact:


Expenditures are expected to be offset by revenues collected.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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


 OFMB
SN 1/23/12 1/20/12 - 1/20/12


 Contract Development and Control
J. J. Wheeler

B. Legal Sufficiency:

 2/3/12
 Assistant County Attorney

This Contract complies with our contract review requirements.
at the time of our review, this contract was not executed.

C. Other Department Review:

 Department Director

REVISED 10/95
 ADM FORM 01

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

ORIGINAL

Reference on all invoices:
District Contract/PO No.
4600002575/950000 5145

AGREEMENT

THIS AGREEMENT is made as of _____ 2011, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the ("COUNTY") AND the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, a public corporation of the State of Florida, hereinafter referred to as the ("DISTRICT").

WITNESSETH

WHEREAS, the COUNTY is the owner and operator John Stretch Memorial Park which is located along the southern edge of Lake Okeechobee near the DISTRICT's Structure S-3; and

WHEREAS, the DISTRICT is operating a pump station at Structure S-3 located adjacent to the park; and

WHEREAS, the DISTRICT has no potable water service available at Structure S-3 and uses the County Park's water service for drinking and sanitary water purposes; and

WHEREAS, both parties believe it would be in their best interests to continue cooperating in this matter;

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the District agree as follows:

1. The COUNTY shall allow the DISTRICT continued access to the COUNTY's existing potable waterline in John Stretch Memorial Park to supply the DISTRICT's Structure S-3 pump station. The DISTRICT, at its sole cost and expense, is responsible for maintaining the DISTRICT's connection into the COUNTY's existing waterline. The DISTRICT shall meet all requirements of the South Shore Water Association (SSWA) including but not limited to an approved water shutoff value and for restoration of the Park to its original condition upon completion of any required maintenance of the DISTRICT's existing waterline.
2. The DISTRICT shall pay the COUNTY the sum of twelve hundred dollars (\$1,200) per year for water service and usage. This amount has been determined based upon the DISTRICT's estimated usage, with a ten (10) year average bill based upon current charges and historical increases by the SSWA. Payment shall be made by October 1 of each year.
3. In the event the DISTRICT's water usage significantly increases, it will promptly notify the COUNTY and the annual fee will be equitably adjusted.

4. In the event the water rates charged to the COUNTY by SSWA are increased, then the amount set forth in Paragraph 2 or established by Paragraph 3 shall be increased on a pro rata basis, as of the next yearly payment. The COUNTY will notify the DISTRICT in writing of the amount of any increase in SSWA rates and the new amount due to the COUNTY hereunder.

5. To the extent that this Agreement or maintenance of the DISTRICT's waterline may require consent or approval of SSWA, it is the sole responsibility of the DISTRICT to obtain the same and provide copies to the COUNTY.

6. The COUNTY makes no warranty as to the quantity and quality of water which may be obtained by the DISTRICT, since the water is processed and pumped by SSWA.

7. To the extent permitted by Florida law, the DISTRICT shall defend, indemnify, save and hold harmless the COUNTY, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of any type arising out of or relating to any intentional or negligent act or omission of the DISTRICT, its agents, servants, and/or employees in the performance of this Agreement.

8. This Agreement shall commence on October 1, 2011, and shall extend for a period of ten (10) years thereafter until September 30, 2021 (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement.

9. This Agreement may be terminated by the DISTRICT upon thirty (30) days prior written notice to the COUNTY. The DISTRICT shall at DISTRICT's expense remove the tap and restore the COUNTY's waterline at the place of the tap.

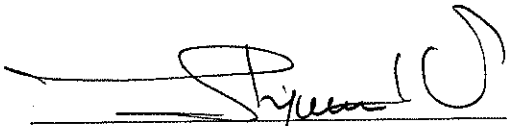
10. This Agreement may be terminated by the COUNTY upon thirty (30) days prior written notice to the DISTRICT. The DISTRICT shall at DISTRICT's expense remove the tap and restore the County's waterline.

11. This Agreement is subject to the authority of the Inspector General. "Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Chamber, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

Signed in the presence of:

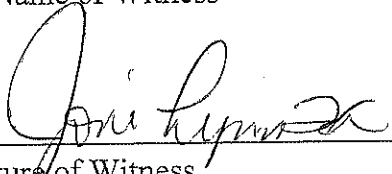
SOUTH FLORIDA WATER
MANAGEMENT DISTRICT:



Signature of Witness

Alejandro Quintana

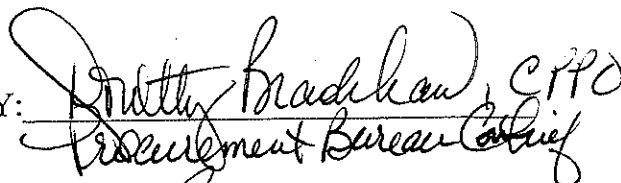
Print Name of Witness

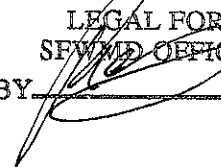


Signature of Witness

Joni Lynn Ex

Print Name of Witness

BY: 
Procurement Bureau Chief

LEGAL FORM APPROVED
SFWMD OFFICE OF COUNSEL
BY:  DATE 12/9/11

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

COUNTY:
PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
Chair - Shelley Vana
Palm Beach County Board of County Commissioners

WITNESSES:

Signature of Witness

Print Name of Witness

Signature of Witness

Print Name of Witness

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By:  _____
Department Director