



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$30,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</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>
<b>NET FISCAL IMPACT</b>	<b><u>\$30,000.00</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>0</u></b>

**Budget Account No.:** Fund 4011 Dept 721 Unit W006 Object 6543

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

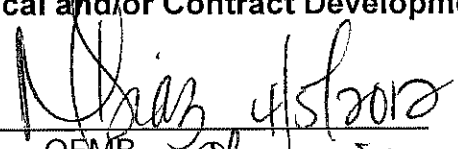
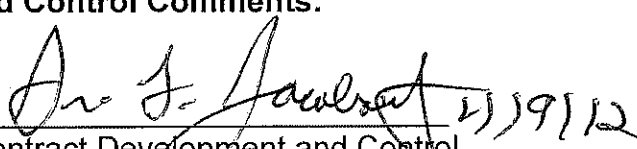
**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

One (1) time capital expenditure from user fees with balances brought forward.

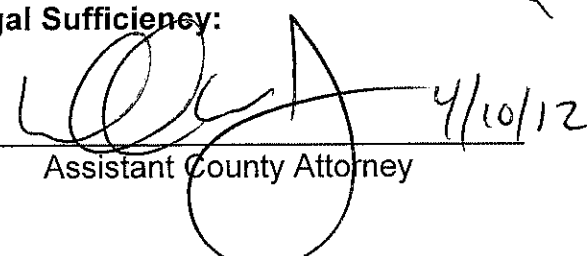
**C. Department Fiscal Review:** Delura m West

**III. REVIEW COMMENTS**

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

 _____ OFMB 4/15/12	 _____ Contract Development and Control 4-9-12 B...
---	--

**B. Legal Sufficiency:**

  
 \_\_\_\_\_  
 Assistant County Attorney  
 4/10/12

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.

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF  
GREENACRES FOR DESIGN, PERMITTING AND CONSTRUCTION OF WATER MAIN  
IMPROVEMENTS

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF GREENACRES, a municipal corporation of the State of Florida, hereinafter the "CITY," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY", collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Corporation 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, the CITY is constructing water and sewer utility improvements along and near 10<sup>th</sup> Avenue North and the COUNTY has existing water mains that should be connected in order to improve fire flow along Jackson Avenue; and

WHEREAS, the CITY has opened bids for Bid No. 12-003 which includes an alternate for the construction of an 8 inch water main along Jackson Avenue connecting to the COUNTY water main along 10<sup>th</sup> Avenue North and the COUNTY agrees to fund the design, permitting and construction of the 8" water main (hereinafter the "COUNTY Water Main")(a depiction of the proposed COUNTY Water Main is attached hereto and incorporated herein as **Exhibit "A"**); and

WHEREAS, the COUNTY and CITY find that these efforts serve a public purpose.

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 are incorporated herein.
2. The CITY shall be responsible for the advertising, bidding, awarding, supervising and managing of the construction of all utility improvements in Bid No. 12-003 including the COUNTY Water Main. The COUNTY will inspect the construction of the COUNTY Water Main to ensure compliance with COUNTY construction materials and standards.
3. The COUNTY shall reimburse the CITY for the design, permitting and construction of the COUNTY Water Main, and for the CITY's documented out-of-pocket expenses related to the COUNTY Water Main, up to a not-to-exceed amount of \$30,000. COUNTY will reimburse the CITY for any change orders directly associated with the construction of the COUNTY Water Main, and the COUNTY will be allowed to assist in the

negotiations of any change orders for the COUNTY Water Main. If the total cost for the design, permitting, and construction of the COUNTY Water Main, including the CITY'S documented out-of-pocket costs and any change orders, exceeds \$30,000, then an amendment to this Agreement is necessary. The CITY will invoice the COUNTY upon completion and acceptance of the COUNTY Water Main by the COUNTY, and, unless an amendment is necessary pursuant to the previous sentence, the COUNTY will make payment to the CITY within 30 days of receipt of the invoice. The CITY shall transfer the ownership of the COUNTY Water Main to the COUNTY by bill of sale following final payment to the CITY.

4. The COUNTY and the CITY agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion, sex, age, ancestry, marital status, familial status, disability, or gender identity or expression be discriminated against in performance of the Agreement.

5. 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.

6. All notices required to be given under this Agreement shall be in writing, and deemed sufficient when sent by United States Mail, postage prepaid, to the following

AS TO COUNTY

Bevin Beaudet, Director  
Palm Beach County Water Utilities Department  
8100 Forest Hill Blvd.  
West Palm Beach, Florida 33413

AS TO CITY

Thomas J. Lanahan  
Planning and Engineering Director  
City of Greenacres  
5800 Melaleuca Lane  
Greenacres FL 33463

7. This Agreement shall be construed 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 other 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 shall preclude any other or further exercise thereof.

8. 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.

9. 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.

10. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the Parties' obligations related to the construction of certain water system improvements, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the CITY shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

11. The Parties agree to abide by all applicable laws in the performance of this Agreement.

12. The COUNTY and the CITY acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 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 or employment. The COUNTY and the CITY 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.

13. The CITY shall promptly notify the COUNTY and the COUNTY shall promptly notify the CITY 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.

14. The Parties expressly covenant and agree that in the event any of the Parties 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 their rights.

15. 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.

16. This Agreement represents the entire understanding among the Parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

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

18. This Agreement shall take effect upon execution by both Parties and the effective date shall be the date of execution of the last party to execute this Agreement.

19. 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 entities doing business with the County in order to ensure compliance with contract requirements and detect corruption and fraud.

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF GREENACRES

(CITY SEAL)



CITY OF GREENACRES  
BY ITS CITY COUNCIL

ATTEST:

By: Denise McGrew  
CITY CLERK

By: [Signature]  
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]  
CITY ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK  
AND COMPTROLLER

By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
SHELLEY VANA, CHAIR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]  
DIRECTOR OF WATER UTILITIES

EXHIBIT "A"  
DEPICTION OF PROPOSED COUNTY WATER MAIN





RESOLUTION NO. 2012-07

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE INTERLOCAL AGREEMENT (EXHIBIT "A") BETWEEN PALM BEACH COUNTY AND THE CITY OF GREENACRES TO REIMBURSE THE CITY FOR WATER MAIN IMPROVEMENTS CONSTRUCTED BY THE CITY AT THE COUNTY'S REQUEST; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT; AND DIRECTING THAT THE AGREEMENT BE SENT TO THE BOARD OF COUNTY COMMISSIONERS FOR THEIR APPROVAL.

**WHEREAS**, Palm Beach County operates the Palm Beach County Water Utilities Department (PBCWUD) which provides potable water and sanitary sewer service within the boundaries of the City of Greenacres (City); and

**WHEREAS**, the City is undertaking a multi-phase project in cooperation with PBCWUD to extend gravity sanitary sewer service along and within 300 feet north and south of 10<sup>th</sup> Avenue North in support of redevelopment and public health, safety and welfare; and,


**WHEREAS**, the current phase of the project (Phase 2) entails work along Jackson Avenue, including an open cut across 10<sup>th</sup> Avenue North to allow the new gravity sewer pipe to be efficiently laid; and

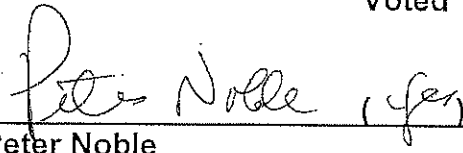
**WHEREAS**, the PBCWUD has identified a need for a water main interconnection in this same area to promote system efficiency and provide additional fire flow at the Jackson Avenue hydrants and asked the City to include this work as part of the City's project so as to minimize disruption of 10<sup>th</sup> Avenue North and reduce costs to PBCWUD; and


**WHEREAS**, the City agreed to include the water main interconnection as an alternate in its bid solicitation for the project and obtained the necessary revised plans

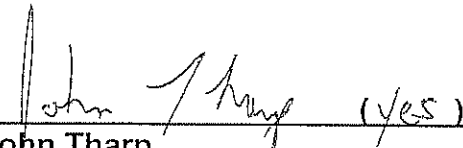
RESOLVED AND ADOPTED this 19<sup>th</sup> of March, 2012.

Voted

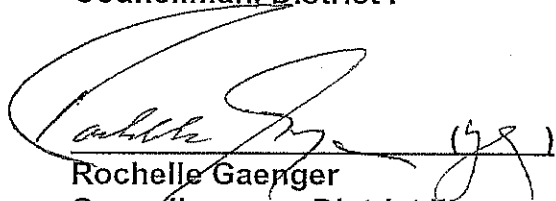
  
\_\_\_\_\_  
Samuel A. Ferreri  
Mayor

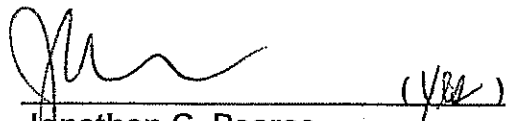
  
\_\_\_\_\_  
Peter Noble  
Deputy Mayor

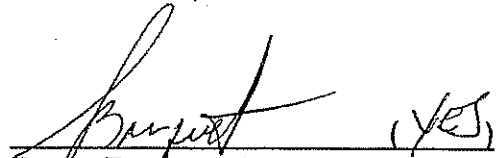
Attest:  
  
\_\_\_\_\_  
Denise McGrew  
City Clerk

  
\_\_\_\_\_  
John Tharp  
Councilman, District I

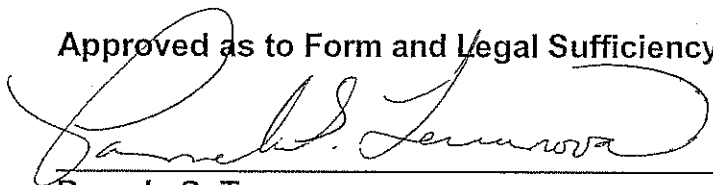


  
\_\_\_\_\_  
Rochelle Gaenger  
Councilwoman, District III

  
\_\_\_\_\_  
Jonathan G. Pearce  
Councilman, District IV

  
\_\_\_\_\_  
Paula Boysquet  
Councilwoman, District V

Approved as to Form and Legal Sufficiency:

  
\_\_\_\_\_  
Pamela S. Terranova  
City Attorney

# City of Greenacres

5800 Melaleuca Lane • Greenacres • Florida • 33463-3515  
Ph: 561-642-2017 • Fax: 561-642-2004 • Email: cm@ci.greenacres.fl.us

Samuel J. Ferreri  
Mayor

Wadie Atallah  
City Manager

## Office of the City Clerk

### Certification

State of Florida

County of Palm Beach

I, Denise McGrew, the undersigned authority, do hereby certify that the foregoing is a true, exact and correct copy of executed Resolution No. 2012-07 that was adopted by the City Council at the meeting of March 19, 2012.

Witness my hand and official corporate seal, this 20<sup>th</sup> day of March, 2012.



City of Greenacres, Florida

*Denise McGrew*

Denise McGrew  
City Clerk

John Tharp  
Councilman • District I

Peter A. Noble  
Councilman • District II

Rochelle Gaenger  
Councilwoman • District III

Jonathan G. Pearce  
Councilman • District IV

Paula Bousquet  
Councilwoman • District V