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

Meeting Date:

November 19, 2013

Consent [X]

Public Hearing []

Regular []

Department:

Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Amendment to the Interlocal Agreement (Interlocal Agreement) with the Town of Lake Clarke Shores (Town) (R2012-0334) to manage wastewater system improvements in the Seminole Manor neighborhood.

Summary: On March 6, 2012, Palm Beach County Board of County Commissioners (BCC) approved the Interlocal Agreement with the Town (R2012-0334) which provides the terms and conditions under which the County shall manage the construction of wastewater system improvements in the Town's service area. The County was initially awarded a Community Development Block Grant (CDBG) in the amount of \$551,229 for the neighborhood known as Seminole Manor for wastewater system improvements in Fiscal Year 2012. Additional wastewater system improvements for the Town in the amount \$250,000 (CDBG funds) was approved by the BCC on July 16, 2013 as part of the Action Plan for Fiscal Year 2014. The grant funds will be award to PBCWUD who has agreed to implement the Phase II project on behalf of the Town. The Phase II Project more specifically, involves the rehabilitation of four (4) lift stations located within the Seminole Manor neighborhood. This project will increase the reliability of sewer service and reduce potential sewer overflows. District 3 (MJ)

Background and Justification: Portions of the wastewater system owned and maintained by the Town have exceeded their useful life and are in need of rehabilitation. The Town has recently completed significant wastewater system improvements to Seminole Manor's wastewater system (Phase I & II Sewer Improvement projects). As part of the Interlocal Agreement, the County is responsible for advertising, bidding, awarding the contract, as well as managing of the construction of the wastewater system improvements in Seminole Manor. Construction observation services will be the responsibility of the Town. Following completion of the lift station rehabilitation project, the County will transfer ownership of any improvements to the Town by means of a bill of sale. Following such transfer, the Town will own, operate, and maintain the improvements to the wastewater system.

Attachments:

1. Location Map

2. Three (3) Original Interlocal Agreements

3. Budget Availability Statement

Recommended By:

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact: A.

Fiscal Years	2014	2015	2016	2017	2018
Operating Costs Capital Expenditures External Revenues Program Income (County) In-Kind Match County	0 (350,000) (350,000)	<u>O</u> <u>O</u> <u>O</u>	<u>0</u> <u>0</u> <u>0</u>	<u>0</u> <u>0</u> <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>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.: Fund	d <u>llo\</u> Dept	143 Unit	143) Object	8201	

Is Item Included in Current Budget?

Yes X

Reporting Category N/A

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

Amendment for additional CDBG funding in the amount of \$250,000 for lift station rehabilitation in the neighborhood known as Seminole Manor for the Town to the existing Interlocal Agreement. This project will be funded by Department of Economic Sustainability's CDBG funds.

Lelya m West C. Department Fiscal Review:

III. REVIEW COMMENTS

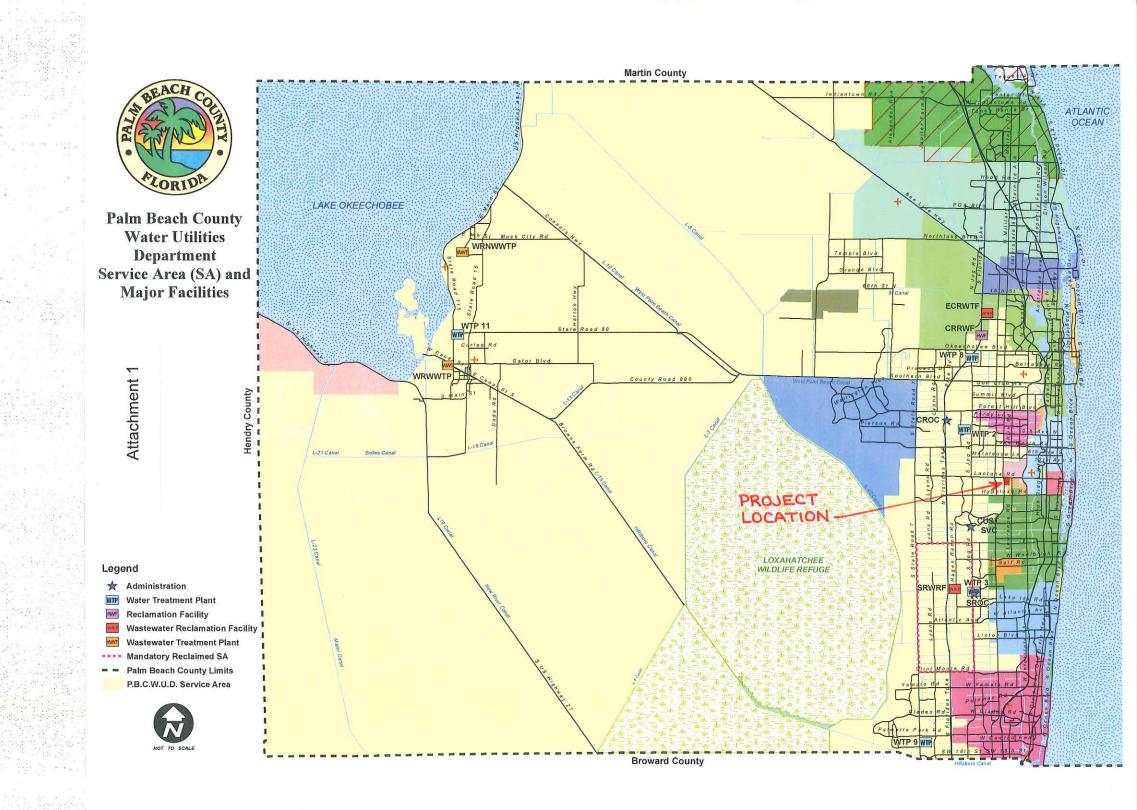
A.	OFMB Fiscal-ai	nd/or Contract	Development and	Control	Comments:
	4 1	1		N201	/ 1

B. Legal Sufficiency:

Assistant County

Other Department Review: C.

Department Director



FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF LAKE CLARKE SHORES FOR CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH THE SEMINOLE MANOR COMMUNITY DEVELOPMENT BLOCK GRANT

THIS FIRST AMENDMENT is made and entered into this _________, 2013, by and between the TOWN OF LAKE CLARKE SHORES, a municipal corporation of the State of Florida, hereinafter the "TOWN," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY.", collectively referred to as the Parties.

WITNESSETH:

WHEREAS, on March 6, 2012, the TOWN and the COUNTY entered into an Interlocal Agreement for Construction Management Services Associated with the Seminole Manor Community Development Block Grant (the "Interlocal Agreement"); and

WHEREAS, the Interlocal Agreement set forth the terms and conditions for the COUNTY's construction management services and the TOWN's construction observation services related to certain sewerage system improvements related to a Community Development Block Grant (CDBG) in the amount of \$551,229 for the neighborhood known as Seminole Manor in unincorporated Palm Beach County; and

WHEREAS, the CDBG has been increased by \$250,000, allowing for the Lift Station Rehabilitation South Service Area - Phase II construction to occur, and the TOWN and the COUNTY wish to apply the terms of the Interlocal Agreement to the Lift Station Rehabilitation South Service Area - Phase II construction.

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 Interlocal Agreement is amended to include the Lift Station Rehabilitation South Service Area Phase II construction (Construction Project WUD 13-070), as identified in the Contract/Bid Documents. All of the terms and Conditions of the Interlocal Agreement shall apply to the Lift Station Rehabilitation South Service Area Phase II construction.
 - 3. A new Section 23 is added as follows:

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including, but not limited to, any citizen or employees of the COUNTY and/or the TOWN.

4. All other provisions of the Agreement, dated March 6, 2012, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

TOWN OF LAKE CLARKE SHORES

(CITY SEAL)

(CITY SEAL)	TOWN OF LAKE CLARKE SHORES BY ITS CITY COUNCIL
ATTEST:	
ву: Mary finkerman Town clerk	By: MAYOR
APPROVED AS TO FORM AND LI	EGAL SUFFICIENCY
By: TOWN ATTORNEY	
(COUNTY SEAL) ATTEST:	PALM BEACH COUNTY PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
SHARON R. BOCK, CLERK AND COMPTROLLER	
By:	•
APPROVED AS TO FORM AND L	EGAL SUFFICIENCY
By: ASSISTANT COUNTY ATTORN	
APPROVED AS TO TERMS AND	

PALM BEACH COUNTY INTER-OFFICE MEMORANDUM

DATE:

November 8, 2013

TO:

Maurice Tobon, P.E., Director of Engineering

Water Utilities Department

FROM:

Edward W. Lowery, Director

Housing & Community Development

RE:

Budget Availability Statement

Lake Clark Shores - Seminole Manor & Mar-A-Lago - Sewer Lines - Phase 2

This represents our Budget Availability Statement (BAS) for the referenced project as follows:

Budget Account No:	<u>Amount</u>	Purpose
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$50,000	Lift Station #1 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$85,000	Lift Station #8 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$46,000	Lift Station #11 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$46,000	Lift Station #12 - Construction Costs
Fund 1101 Dept 143 Org 1431 Obj 8201 Program Code/Period BG48A-GY13	\$23,000	Construction Contingency
//////////////////////////////////////	\$250,000	

If you require any further information on the above, please contact Bud Cheney, Manager, CREIS, at 233-3691.

Edward W. Lowery, Director

Housing and Community Development

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