

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	May 20, 2014	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Department of Economic Sustainability		


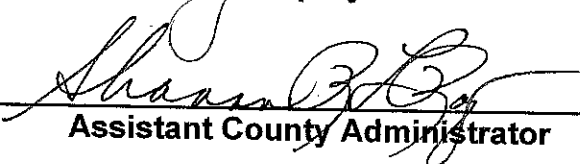
I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement with the City of West Palm Beach (West Palm Beach) for the provision of Economic Development services.

Summary: Under this Interlocal Agreement, the County will provide services to West Palm Beach on an as needed basis, including economic development and fiscal impact analysis for projects to be undertaken in West Palm Beach. West Palm Beach will provide the County a scope of services for each project and the County will provide a good faith estimate of the cost for services to be provided. The written scope of work and the good faith estimate will be subject to approval by the County Administrator, or his designee, and West Palm Beach. This Interlocal Agreement will continue in effect until either party provides the other party written notice of termination. (DES Administration) Districts 2 and 7 (DW)

Background and Justification: This Interlocal Agreement is consistent with Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act (FICA) of 1969. FICA authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities. FICA permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

- Attachments:**
1. Interlocal Agreement with the City of West Palm Beach

Recommended By:		5-7-14
	Department Deputy Director	Date
Approved By:		5/12/14
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	*				

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

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

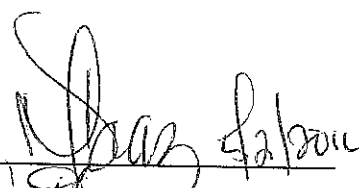
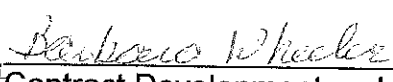
- * The fiscal impact cannot be determined at this time since services under this Agreement will be provided by the County on an as needed basis.

C. Departmental Fiscal Review:


 Shairette Major, Fiscal Manager I

III. REVIEW COMMENTS

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

 5/2/2014
 OFMB  5-12-14
 5/1 5/1/14 Contract Development and Control

B. Legal Sufficiency:

 5/12/14
 Senior Assistant County Attorney

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 WEST PALM BEACH
REGARDING ECONOMIC DEVELOPMENT ANALYSES

WPB Contract No. 14137

THIS INTERLOCAL AGREEMENT is made this _____ day of _____, 2014, between of the City of West Palm Beach, a municipal corporation (hereinafter "West Palm Beach"), and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation 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 and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County has the ability to provide services related to the evaluation of economic development opportunities to West Palm Beach, and West Palm Beach desires to utilize such services; and

WHEREAS, West Palm Beach and the County have determined that providing such services to West Palm Beach is cost-effective and in the best interests of the citizens of Palm Beach County.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

Section 1. Purpose

The purpose of this Agreement is to provide assistance with the evaluation of economic development opportunities and/or fiscal impact analysis services to the City of West Palm Beach.

Section 2. Definitions

The following definitions shall apply to this Agreement:

"Act" means Part I of Chapter 163, Florida Statutes.

"Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms hereof.

Section 3. Representative/Monitoring Position

The County's representative/contract monitor during the term of this Agreement shall be Sherry Howard, Deputy Director of Palm Beach County's Department of Economic Sustainability, whose telephone number is (561) 233-3653. The City of West Palm Beach's representative/contract monitor during the term of this Agreement shall be Christopher Roog, Director of Economic Development, whose telephone number is (561) 822-1416.

Section 4. Effective Date/Term

This Agreement shall be effective February 1, 2014 and shall continue in force until such time it is terminated in accordance with Section 9 of this Agreement. This Agreement shall become effective upon filing with the Clerk of the Court in accordance with Section 14 of this Agreement.

Section 5. Services Rendered

5.01 The County shall provide services including, but not limited to, the evaluation of economic development opportunities within the City of West Palm Beach, and/or fiscal impact analysis services for the City of West Palm Beach. It shall be the responsibility of the County to provide these services, at West Palm Beach's request, based on the written scope of services provided by the City of West Palm Beach. The County in turn, will provide a good faith estimate of the cost to perform this scope of services. This written scope of work combined with the good faith estimate shall be approved by the County Administrator or his/her designee and West Palm Beach's City Administrator. No services shall be performed unless the good faith estimate is approved by West Palm Beach's City Administrator.

5.02 Other Services. During the term of this Agreement, it may be determined that the County can efficiently provide other services to West Palm Beach on a cost-effective basis. In such event, the scope of work shall be established in writing and approved by the County Administrator or his/her designee and West Palm Beach's City Administrator.

Section 6. Payments/Invoicing and Reimbursement

County shall bill West Palm Beach for economic development opportunity evaluation and/or fiscal impact analysis services described in Section 5.01 above on an as needed basis in amounts commensurate with the scope of services being requested by West Palm Beach and in accordance with the rates as shown on Exhibit "A", which is attached hereto and incorporated herein. Similarly, County shall bill West Palm Beach for other services as described in Section 5.02 on an as needed basis in amounts commensurate with the scope of services being requested by West Palm Beach during the term of this Agreement. The billing methodology used for other services will be determined and documented when the County and West Palm Beach agree on said other services to be provided.

The County shall bill West Palm Beach at the completion and delivery of the services rendered based on an agreed upon fixed fee or on actual time spent on services provided to West Palm Beach. For those services described in Section 5.01 above, any incidental or out-of-pocket costs incurred by the County are included in the average hourly rate and shall not be separately billed to West Palm Beach except for the cost of any travel required outside the geographical boundaries of Palm Beach County, which such reasonable costs will be reimbursed to the County by West Palm Beach at actual cost incurred by the County. Hourly billing will be in quarter-hour increments, and the County shall provide appropriate documentation to support such.

The hourly rates set forth in Exhibit "A" may be adjusted annually following the adoption of the County's annual budget by written notice from the County to West Palm Beach prior to October 1 of each year of this Agreement.

Section 7. Access and Audits

The County shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least ten (10) years after completion of the work. West Palm Beach shall have access to all books, records and documents as required in this section for the purpose of inspection or audit during normal business hours.

Section 8. Breach/Opportunity to Cure

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

Section 9. Termination

This Agreement may be terminated by either party to this Agreement upon 30 days written notice to the other party. In the event West Palm Beach so terminates this Agreement, such termination shall be contingent upon West Palm Beach making payment to the County for all services rendered by the County to West Palm Beach up to and including the date of the termination.

Section 10. Enforcement Costs

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties, provided, however, that this clause pertains only to the parties to this Agreement.

Section 11. Annual Appropriation

Each party's performance and obligation to pay under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

Section 12. Notice

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

County:

Sherry Howard
Deputy Director of the Department of Economic Sustainability
100 Australian Avenue, 5th Floor
West Palm Beach, Florida 33406

West Palm Beach:

with copy to:

Christopher Roog
Economic Development Director
City of West Palm Beach
401 Clematis Street
(PO Box 3366; 33402-3366)
West Palm Beach, FL 33401

City Attorney
City of West Palm Beach
401 Clematis Street
(PO Box 3366; 33402-3366)
West Palm Beach, FL 33401

Section 13. Delegation of Duty

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

Section 14. Filing

A copy of this Agreement shall be filed with the Palm Beach County Clerk & Comptroller.

Section 15. Liability

The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed or interpreted as consent by either party to be sued, nor as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

Section 16. Amendments

With the exception of the revision process for Exhibit "A" described in Section 6 above, this Agreement may not be amended except by written instrument signed by both parties hereto.

Section 17. Remedies

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will 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.

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 West Palm Beach.

Section 18. Time of the Essence

The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 19. Equal Opportunity Provision

The parties assure and certify that they shall comply with Title VII of the Civil Rights Act of 1964, as amended, and shall not discriminate against any individual on the basis of their race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or gender identity or expression.

Section 20. Captions

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

Section 21. Severability

In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 22. Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Sections 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 anyone contracting with the County, including their officers, agents, employees, and lobbyists, in order to ensure compliance with contract requirements and detect corruption and fraud.

Section 23. Entirety of Agreement

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above:

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

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

By: _____
Deputy Clerk

(County Seal)

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
Dawn Wynn, Assistant County Attorney

By: Sherry Howard
Sherry Howard, Deputy Director
Department of Economic Sustainability

ATTEST:

By: Harold F. Canon
City Clerk

WEST PALM BEACH:
CITY OF WEST PALM BEACH, a municipal corporation

By: Geraldine Muoio
Geraldine Muoio , Mayor

OFFICE OF THE CITY ATTORNEY
Approved as to form and legality
By: Josh

Exhibit “A”

Department of Economic Sustainability Hourly Rates – Fiscal Year 2014

STAFF SERVICES

Special Projects Manager	\$100.00
Special Projects Coordinator	\$70.00
Planner	\$70.00