

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: February 9, 2016                      Consent [X]                      Regular [ ]  
Public Hearing [ ]

Department: Water Utilities Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an Interlocal Agreement for Reimbursement of Certain Paving Costs – 40<sup>th</sup> Street North (Agreement) between Palm Beach County and the Indian Trail Improvement District (ITID) in the amount of \$12,000.

**Summary:** The County owns property and utility facilities located off 40<sup>th</sup> Street North in the Village of Royal Palm Beach. ITID maintains the roads providing the County access to the property, including 40<sup>th</sup> Street North. Utilization of a section of 40<sup>th</sup> Street North that was previously maintained by ITID as an unpaved shell rock road resulted in citizen complaints regarding dust, traffic safety and environmental impacts. In response to these complaints, ITID undertook a project to pave the unpaved section of 40<sup>th</sup> Street North (Project). The Project will benefit the County by providing improved access to the existing property and utility projects. As such, County staff recommends the reimbursement of a portion of the Project costs to ITID. District 6 (MJ)

**Background and Justification:** In response to citizen complaints that arose in part due to the County's use of 40<sup>th</sup> Street North for access to existing utilities facilities, ITID undertook a paving project to improve approximately 2,000 lineal feet of the roadway. As the County will benefit from the Project through improved access to its property and facilities, County staff agreed to seek reimbursement to ITID for a portion of the Project costs. The Agreement will provide for the reimbursement in the amount of \$12,000.

**Attachments:**

- 1. Two (2) Original Reimbursement Agreements

Recommended By: Jim Stiles                      1-28-16  
Department Director                      Date

Approved By: Shanna [Signature]                      2/8/16  
Assistant County Administrator                      Date

**II. FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
Operating Expenditures	<u>\$12,000</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>\$12,000</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 4001 Dept 720 Unit 2521 Object 4615

Is Item Included in Current Budget? Yes X No     

Reporting Category N/A

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

Water Utility Department user fees

**C. Department Fiscal Review:** Delora M. West

**III. REVIEW COMMENTS**

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

[Signature]  
 KP 94  
 1/29 21  
 OFMB

[Signature] 2/5/16  
 Contract Development and Control  
 B. Wheeler 2-4-16

**B. Legal Sufficiency:**

[Signature] 2/8/16  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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

**INTERLOCAL AGREEMENT  
FOR  
REIMBURSEMENT OF CERTAIN PAVING COSTS  
40<sup>th</sup> STREET NORTH**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as “County,” and the **INDIAN TRAIL IMPROVEMENT DISTRICT**, a Florida Independent Special District created under the laws of the state of Florida, hereinafter referred to as “District”.

**WITNESSETH:**

**WHEREAS**, County owns certain real property and utility facilities located off of 40<sup>th</sup> Street North in the Village of Royal Palm Beach, Florida (the “Property”); and

**WHEREAS**, District maintains at its expense certain roads, including 40<sup>th</sup> Street North, which provides County ingress to and egress from the Property; and

**WHEREAS**, a ±1995 lineal feet segment of 40<sup>th</sup> Street North between Coconut Boulevard and 121<sup>st</sup> Terrace North (the “Road Segment”, as conceptually depicted in the attached **Exhibit “A”**) was previously an unpaved, shell rock road maintained by District; and

**WHEREAS**, in response to citizen complaints regarding dust, traffic safety, and environmental issues arising in part from County’s use of 40<sup>th</sup> Street North for access to its Property, District recently paved the Road Segment, identified as District Project No. ADM-40N (the “Paving Project”); and

**WHEREAS**, the Paving Project was completed at a cost of \$75,842.00; and

**WHEREAS**, the Paving Project benefits County by providing improved access to its Property and addresses citizen complaints regarding its use; and

**WHEREAS**, County wishes to reimburse the District for a portion of the costs of the Paving Project; and

**WHEREAS**, County and District are authorized to enter into this Interlocal Agreement (hereafter, the “Agreement”) pursuant to Section 163.01 of the Florida Statutes, as amended, which allows local governmental units to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage.

**NOW, THEREFORE**, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, District and County hereby covenant and agree as follows:

1. **Recitals.** The foregoing statements are true and correct and are incorporated herein by specific reference.
2. **Reimbursement.** County shall reimburse District the amount of **TWELVE THOUSAND AND NO/100 DOLLARS (\$12,000.00)** for the Paving Project. Reimbursement shall occur within thirty (30) days of the Effective Date of this Agreement, which shall be the date of filing with the Clerk of Circuit Court in and for Palm Beach County following approval by the Palm Beach County Board of County Commissioners.
3. **Release.** Subject to the receipt of funds from County set forth in Section 2, above, District, its departments, divisions, elected officials and employees, hereby release, acquit, and forever discharge any and all claims they may have against County, its departments, divisions, elected officials and employees for any additional costs, expenses or payments related to the Paving Project.

4. **Remedies.** This Agreement shall be 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 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 now or hereafter.
5. **Successors and Assigns.** County and District each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor District shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.
6. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
7. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
8. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the District, shall be mailed or delivered to the District at:

Indian Trail Improvement District  
13476 61st Street North  
West Palm Beach, Florida 33412  
Attn: District Manager

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department  
8100 Forest Hill Boulevard  
P.O. Box 16097  
West Palm Beach, FL 33416-6097.  
Attn: Department Director

9. **Amendment and Modification.** This Agreement may only be amended modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
10. **Entirety of Agreement.** The County and the District agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.
11. **Palm Beach County Office of the Inspector General.** Pursuant to Ordinance No. 2009-049, as amended, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. All parties doing business with the County shall fully cooperate with the Inspector General. The

Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the District, its officers, agents, employees, and lobbyists in order to ensure compliance with the Agreement specifications and to detect waste, corruption and fraud arising or resulting from this Agreement.

12. **No Third Party Beneficiary.** 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 District .

13. **Non-Discrimination.** District warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The District has submitted to County a copy of its non-discrimination policy, which is consistent with the above paragraph, as contained in Palm Beach County Resolution R2014-1421, as amended, or in the alternative, if District does not have a written non-discrimination policy, or one that conforms to the County policy, District has acknowledged through a signed statement provided to County that it will conform to County's non-discrimination policy as contained in R2014-1421, as amended warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

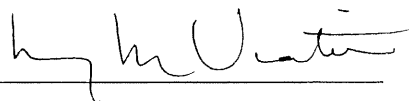
14. **Filing with Clerk.** A copy of this Agreement shall upon execution be promptly filed by County with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

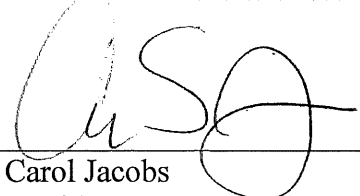
**IN WITNESS WHEREOF,** District and County have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

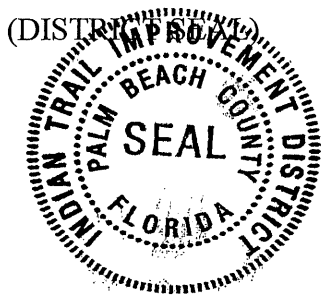
Executed by **DISTRICT** this 27<sup>th</sup> day of January, 2016.

**INDIAN TRAIL IMPROVEMENT  
DISTRICT**, an Independent Special District  
of the State of Florida

**BY ITS BOARD OF SUPERVISORS**

By:   
Secretary

By:   
Carol Jacobs  
Its: President



Executed by COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

ATTEST:

SHARON R. BOCK, CLERK  
AND COMPTROLLER

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mary Lou Berger, Mayor

[SEAL]

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By:  \_\_\_\_\_  
Department Director

**EXHIBIT "A"**  
**THE ROAD SEGMENT**  
**(CONCEPTUAL AERIAL)**

**AERIAL VIEW  
40TH STREET NORTH PAVING**

