

ROADS TO BE MOWED

- Military Trail from Frederick Small Road to Indiantown Road
- Center Street from S.R.811 to Indiantown Road
- Central Boulevard from Roebuck Road to Indian Creek Parkway
- Indian Creek Parkway from Central Boulevard to Military Trail



**INTERLOCAL AGREEMENT  
BETWEEN THE TOWN OF JUPITER AND PALM BEACH COUNTY  
FOR  
MOWING OF ROAD RIGHTS-OF-WAY LOCATED  
WITHIN THE TOWN OF JUPITER**

**THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_, 2016, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “COUNTY”, and the TOWN OF JUPITER, a municipal corporation of the State of Florida, hereinafter referred to as the “TOWN”.**

**WITNESSETH:**

**WHEREAS, the COUNTY and the TOWN are authorized to enter into this Agreement pursuant to Chapter 163, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage;**

**WHEREAS, COUNTY has jurisdiction and control of certain road rights-of-way (hereinafter COUNTY ROADS) within the TOWN that require mowing and the TOWN has been providing mowing services under prior agreements and is willing to continue such mowing services;**

**WHEREAS, the COUNTY and the TOWN agree that allowing the TOWN to provide mowing services at COUNTY’S expense is the most economical way to mow COUNTY ROADS within the TOWN;**

**WHEREAS, the COUNTY and the TOWN declare that mowing services provided by the TOWN and funded by the COUNTY will best serve the health, safety and welfare of the public.**

**NOW, THEREFORE**, in consideration of the mutual covenants, promises, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The above recitals are true and correct and hereby adopted and incorporated herein.

**1. SERVICES**

The **TOWN'S** responsibility under this Agreement is to provide mowing services herein after "**MOWING**" on **COUNTY ROADS** located within the boundaries of the **TOWN**, as more specifically set forth in detail in Exhibit "A".

**2. SCHEDULE**

The **TOWN** shall commence **MOWING** on June 7, 2016 and provide all services until June 7, 2017. The **TOWN** shall, at a minimum, mow the **COUNTY ROADS** no less than eight (8) times annually during the term of this Agreement.

**3. PAYMENTS TO TOWN**

A. The **COUNTY** shall pay the **TOWN** a yearly amount not to exceed **EIGHT THOUSAND and 00/100 DOLLARS (\$8,000.00)** on a quarterly basis in **FOUR** equal installments of **TWO THOUSAND and 00/100 DOLLARS (\$2,000.00)** for all such work satisfactorily performed and upon submission of acceptable documentation needed to substantiate **TOWN'S** costs of the **MOWING**. This amount shall include all costs relating to the mowing of such road rights-of-way, including but not limited to, equipment, labor, fuel, and maintenance of the equipment.

B. The **TOWN** shall invoice the **COUNTY** on a quarterly basis in a not to exceed amount of **TWO THOUSAND and 00/100 DOLLARS (\$2,000.00)** for

**MOWING** satisfactorily performed by the **TOWN** pursuant to the terms and conditions of this Agreement. All invoices shall be submitted to the **COUNTY** with sufficient clarity to enable the Palm Beach County Clerk & Comptroller to perform her pre-audit functions.

- C. Invoices received from the **TOWN** pursuant to this Agreement will be reviewed and approved by the **COUNTY'S** representative, to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within forty five (45) days following the **COUNTY** representative's approval.

#### 4. **TERM**

This Agreement renews automatically on June 7<sup>th</sup> of each year unless otherwise terminated by the parties as set forth below.

#### 5. **TERMINATION**

This Agreement may be terminated by either party upon sixty (60) days' prior written notice to either party. After receipt of a Termination Notice and except as otherwise directed by the **COUNTY**, the **TOWN** shall stop work on the date and to the extent specified in the letter of termination. **TOWN** will be paid for work completed prior to the date of termination. In the event of termination, **TOWN** shall not be relieved of liability to **COUNTY** for damages sustained by **COUNTY** by virtue of any breach of the contract by the **TOWN** and **COUNTY** may withhold any payment to **TOWN** for the purpose of off-set until such time as the exact amount of damages due **COUNTY** is determined. In the event **TOWN** elects to discontinue its **MOWING** obligation under this agreement, it shall be the obligation of the **TOWN** to restore, if necessary, the area of the improvements on **COUNTY ROADS** to a condition acceptable to the

COUNTY, which shall be in accordance with Federal and State standards for road construction and/or maintenance.

**6. PERSONNEL**

If the mowing services required herein are to be performed by the TOWN with TOWN personnel, then all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of the TOWN'S personnel while on COUNTY ROADS will comply with all COUNTY requirements governing conduct, safety and security.

**7. SUBCONTRACTING**

If the mowing services required herein are to be performed by outside contractors, the TOWN shall require each contractor engaged by TOWN for MOWING to indemnify, defend and hold harmless the COUNTY, its Board of County Commissioners, officers, employees, servants and agents from any claim, liabilities, causes of actions, and judgments of any type whatsoever, arising out of or relating to the negligent act, omission of the contractor, its officers, employees, servants and agents relating to the obligations specified in the Agreement. TOWN also agrees to require each contractor engaged by the TOWN to maintain:

- A. Worker's Compensation coverage in accordance with Florida Statutes, and;
- B. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00). COUNTY shall be included in the coverage as an additional insured.

**8. INSURANCE**

The **TOWN** and **COUNTY** agree to maintain insurance coverage or to be self-insured for general liability, worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time.

**9. INDEMNIFICATION**

**TOWN** recognizes that it is an independent contractor and not an agent or servant of the **COUNTY** or its Board of **COUNTY** Commissioners. In the event a claim or lawsuit is brought against **COUNTY**, its officers, employees, servants or agents relating to the **MOWING** or any item which is the responsibility of **TOWN**, **TOWN** hereby agrees, to the extent permitted by law, to indemnify, save and hold harmless **COUNTY**, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the negligent or wrongful acts or omissions of **TOWN** relating to the obligations of **TOWN** under this agreement.

**10. AVAILABILITY OF FUNDS**

The **COUNTY'S** performance and obligation to pay under this agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.



**11. NOTICE**

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

**AS TO COUNTY:** Mr. Daryl Dawson  
Engineering, Road & Bridge  
2555 Vista Parkway  
West Palm Beach, FL 33411

**AS TO THE TOWN:** Director of Engineering & Public Works  
Town of Jupiter  
210 Military Trail  
Jupiter, Fl. 33458

**With copy to:** Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

**12. 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 agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the TOWN, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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, Fla. Stat., in the same manner as a second degree misdemeanor.

**13. MISCELLANEOUS PROVISIONS**

**A. REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any 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, 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.

**B. THIRD PARTY BENEFICIARIES**

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 TOWN.

**C. EXCUSABLE DELAYS**

The TOWN shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the TOWN without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions. Upon the TOWN'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the TOWN'S failure to perform was without its fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

**D. ARREARS**

The **TOWN** shall not pledge the **COUNTY'S** credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The **TOWN** further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

**E. ACCESS AND AUDITS**

The **TOWN** shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The **COUNTY** shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the **TOWN'S** place of business.

**F. NONDISCRIMINATION**

The **TOWN** 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. The **TOWN** will ensure that all contracts which are executed pursuant to the terms of this Agreement contain a similar non-discrimination and equal opportunity clause governing the contractor's activities.

**G. 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, 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.

**H. ENTIRETY OF AGREEMENT**

The COUNTY and the TOWN agree that this Agreement sets 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 hereto.

**I. ATTORNEY FEES**

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.

**J. LIABILITY**

The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the parties, of the liability limits established in Section 768.28, Fla. Stat.

**K. LAWSUITS**

TOWN shall promptly notify COUNTY 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.

**L. JOINT PREPARATION**

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.

**M. BINDING EFFECT**

All of the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

**N. ASSIGNMENT**

Neither this Agreement nor any interest therein shall be assigned, transferred or otherwise encumbered, in whole or in part, by the TOWN without the prior written consent of the COUNTY.

**O. HEADINGS**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

**P. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



**Q. TOWN AUTHORITY**

TOWN has the authority to enter into this Agreement, and to perform the obligations contained herein.

**R. FILING**

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

**S. EFFECTIVE DATE**

This Agreement shall take effect upon execution and the effective date shall be June 7, 2016.

**T. CONTRACTUAL RELATIONSHIP**

COUNTY and TOWN are and shall be, in the performance of all work, services and activities under this Agreement, independent contractors and not employees, agents or servants of the other party. All County employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to County's sole direction, supervision, and control. All TOWN employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the TOWN'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The County and the TOWN do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.

**U. PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **TOWN** certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).


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IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first written above.

PALM BEACH COUNTY,  
FLORIDA BY ITS BOARD OF  
COUNTY COMMISSIONERS

THE TOWN OF JUPITER

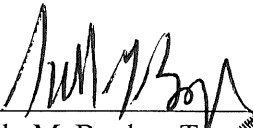
BY: \_\_\_\_\_  
Mary Lou Berger, Mayor

BY:   
Todd R. Wodraska, Mayor

ATTEST:  
Sharon R. Bock, Clerk & Comptroller  
Circuit Court

ATTEST:

BY: \_\_\_\_\_  
Deputy Clerk

By:   
Sally M. Boylan, Town Clerk

SEAL

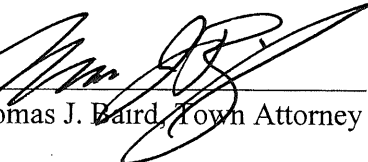
SEAL



APPROVED AS TO TERMS  
AND CONDITIONS:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

BY:   
\_\_\_\_\_

By:   
Thomas J. Baird, Town Attorney

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

\_\_\_\_\_  
County Attorney

## EXHIBIT "A"

### SCOPE OF WORK

#### ROADS TO BE MOWED

- Military Trail from Frederick Small Road to Indiantown Road
- Center Street from S.R.811 to Indiantown Road
- Central Boulevard from Roebuck Road to Indian Creek Parkway
- Indian Creek Parkway from Central Boulevard to Military Trail