

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2017

Consent Regular
 Ordinance Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) approve** an Interlocal Agreement between Palm Beach County and the Jupiter Inlet District (JID) for cost-sharing and construction of an improved pedestrian pathway at Jupiter Beach Park; and **B) approve** Budget Amendment of \$50,000 within the Park Improvement Fund to establish budget for approved JID project. The total project cost is \$100,000 and JID will reimburse the County fifty percent of the project cost (\$50,000). This project runs from August 15, 2017, through August 14, 2018.

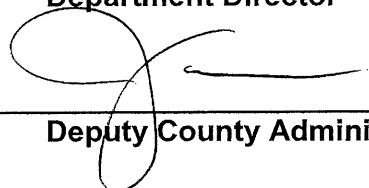
Summary: In 1970, the County entered into a Lease Agreement with the Jupiter Inlet District for 2.97 acres of land located along the eastern portion of the Jupiter Inlet for inclusion into Jupiter Beach Park. The County has constructed a series of ADA compliant pathways within Jupiter Beach and DuBois Parks to provide a unified improved pathway system throughout both parks. The current grant funded pathway project ends at the western boundary of JID's property. The County and JID desire to extend the pathway approximately 605 linear feet eastward to connect the existing pathway to the jetty boardwalk located adjacent to the Inlet. This Interlocal Agreement grants the County the authority to construct the pathway on JID property, with JID contributing fifty percent towards the project cost. The County's portion of the project will be paid for using ADA funds. This project runs from August 15, 2017 through August 14, 2018. District 1 (AH)

Background and Policy Issues: The Jupiter Inlet District is an independent taxing district established by the Florida Legislature to maintain the navigability of the Jupiter Inlet, Loxahatchee River and its tributaries. The County and JID have enjoyed a cooperative working relationship for many years. In May, the JID Commission voted unanimously to pay 50% of the project cost to extend the pedestrian pathway east to connect to the jetty boardwalk. This portion of the pathway will be constructed with shell pavers to coordinate with the existing brick pathways within DuBois Park and Jupiter's Riverwalk. The total project cost is \$100,000 and the JID will reimburse the County fifty percent of the project cost (\$50,000). This project runs from August 15, 2017, through August 14, 2018.

Attachments:

1. Interlocal Agreement with Jupiter Inlet District
2. Budget Amendment

Recommended by:  7/19/17
 Department Director Date

Approved by:  8/9/17
 Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	<u>100,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(50,000)</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>
NET FISCAL IMPACT	<u>50,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Is Item Included in Current Budget? Yes ___ No X
 Budget Account No.: Fund ___ Department ___ Unit ___
 Object ___ / Revenue Source ___ Program ___

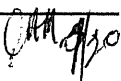
B. Recommended Sources of Funds/Summary of Fiscal Impact:

Jupiter Inlet District contribution 3600-582-P757 - \$50,000
 ADA Compliance Measures 3600-581-P757 - \$50,000
 Total Project Cost \$100,000

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

Luzi Pova 7/24/12
 OFMB 8/1/12 


 Contract Development & Control 8/2/12 

B. Legal Sufficiency:

Anne Helgert 8/19/12
 Assistant County Attorney

C. Other Departmental Review:

 Department Director

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

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT**

BGRV 582 060917*454
BGEX 582 060917*1397

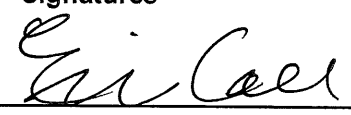
FUND 3600 - PARK IMPROVEMENT

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/09/17	REMAINING BALANCE
REVENUES								
3600-582-P757-6691	Contributions Fr Governmental Funds	0	0	50,000		50,000	0	50,000
TOTAL RECEIPTS & BALANCES		14,018,497	12,710,439	50,000		12,760,439		
APPROPRIATIONS								
3600-582-P757-6520	Park Improvements	0	0	50,000		50,000	0	50,000
TOTAL APPROPRIATIONS & EXPENDITURES		14,018,497	12,710,439	50,000		12,760,439		

Parks and Recreation Department
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	7/6/17
_____	_____
_____	_____

By Board of County Commissioners
At Meeting of
August 15, 2017

Deputy Clerk to the Court

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE JUPITER INLET DISTRICT FOR COST-SHARING
AND CONSTRUCTION OF IMPROVED PATHWAYS AT JUPITER BEACH PARK**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and Jupiter Inlet District, a Florida independent special taxing district, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

WHEREAS, the DISTRICT owns the real property on which COUNTY operates and maintains Jupiter Beach Park, hereinafter referred to as the "Park"; and

WHEREAS, COUNTY desires to construct and thereafter maintain a network of improved pathways in Jupiter Beach Park and Dubois Park in Jupiter, Florida, according to a site plan designated as Exhibit "A", which is hereto and incorporated herein by reference, located in the Park; and the DISTRICT agrees that the proposed pathways would be advantageous to the public; and

WHEREAS, the completed pathways shall be open to and benefit all members of the public; and

WHEREAS, DISTRICT will contribute 50% of the cost of the project lying within DISTRICT property; and

WHEREAS, Section 163.01, Florida Statutes, 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; and

WHEREAS, both parties desire to enter into this Interlocal Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth.
2. COUNTY shall construct the improved pathways at locations and according to designs prepared by COUNTY, and approved by DISTRICT, using contractors and material suppliers chosen by COUNTY ("Project").
3. DISTRICT shall contribute 50% of the direct cost of the Project upon receipt of appropriate documentation from COUNTY. ("Cost" shall mean direct costs of construction and shall not include indirect costs such as employee expense or overhead.) After completion of the Project, COUNTY shall maintain and repair the

Project at COUNTY expense.

4. Any signage installed by the COUNTY must be approved by the Executive Director of the DISTRICT prior to installation.
5. Damages to property or equipment caused by the COUNTY or its employees, subcontractors, agents or invitees shall be repaired or replaced by the COUNTY at its sole cost and expense. Damages to property or equipment caused by the DISTRICT or its employees, subcontractors, agents or invitees shall be repaired or replaced by the DISTRICT at its sole cost and expense.
6. COUNTY's representative during the term of this Interlocal Agreement shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6613. DISTRICT's representative during the term of this Interlocal Agreement shall be Michael J. Grella, Executive Director, Jupiter Inlet District, telephone no. (561) 746-2223.
7. The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign this Interlocal Agreement or any interest hereunder without the express prior written consent of the other party.
8. COUNTY and DISTRICT warrants that the designated area shall be open to and benefit all members of the public. COUNTY and DISTRICT shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information with respect to use of the pathways or park property. DISTRICT has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above sentence, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the DISTRICT does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that the DISTRICT will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.
9. The COUNTY shall be, in the performance of all work, services and activities under this Interlocal Agreement, an Independent Contractor, and not an employee, agent, or servant of the DISTRICT. All persons engaged in any of the work or services performed pursuant to this Interlocal Agreement shall at all times, and in all places, be subject to the COUNTY's sole direction, supervision, and control. The COUNTY shall exercise control over the means and manner in which it and its contractors perform the work, and in all respects the COUNTY's relationship to the DISTRICT shall be that of an Independent Contractor.
10. Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

With a copy to:

County Attorney
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

As to DISTRICT:

Executive Director
Jupiter Inlet District
400 Delaware Blvd.
Jupiter, FL 33458

11. This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.
12. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, COUNTY and DISTRICT acknowledge to be either insured or self-insured for liabilities under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

COUNTY shall require any Contractor engaged by COUNTY for work associated with this Interlocal Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes. (Longshoreman's insurance is really expense and work is near, but not over the water).
2. Commercial General Liability coverage with limits of not less than \$1,000,000 Each Occurrence. The COUNTY and DISTRICT shall be added as "Additional Insureds".

3. Business Auto Liability coverage with limits of not less than \$1,000,000 each occurrence.
13. As provided in Section 287.132-133, Florida Statutes, by entering into this Interlocal Agreement or performing any work in furtherance hereof, COUNTY and DISTRICT 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 Section 287.133 (3) (a), Florida Statutes.
14. No provision of this Interlocal 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 Interlocal Agreement, including but not limited to any citizen or employees of the COUNTY and/or DISTRICT.
15. If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.
16. This Interlocal Agreement represents the entire understanding between COUNTY and DISTRICT, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
17. This Interlocal Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Interlocal Agreement as a third-party beneficiary or otherwise.
18. The COUNTY's performance and obligation to pay under this Interlocal Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.
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 contacts, transactions, accounts and records, to 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 contract 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, Florida Statutes, in the same manner as a second degree misdemeanor.

20. This Interlocal Agreement shall become effective when signed by both of the parties, approved by the Palm Beach County Board of County Commissioners and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Interlocal Agreement shall be for a period of one (1) year, unless either party provides a written notice of intent to terminate the agreement to the other party sixty (60) days in advance.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

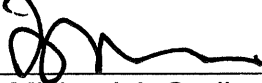
ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Paulette Burdick, Mayor

JUPITER INLET DISTRICT

By:  _____
Michael J. Grella, Executive Director

APPROVED AS TO TERMS AND
CONDITIONS:

By:  _____
Eric Call, Director
Parks and Recreation Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____
District Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


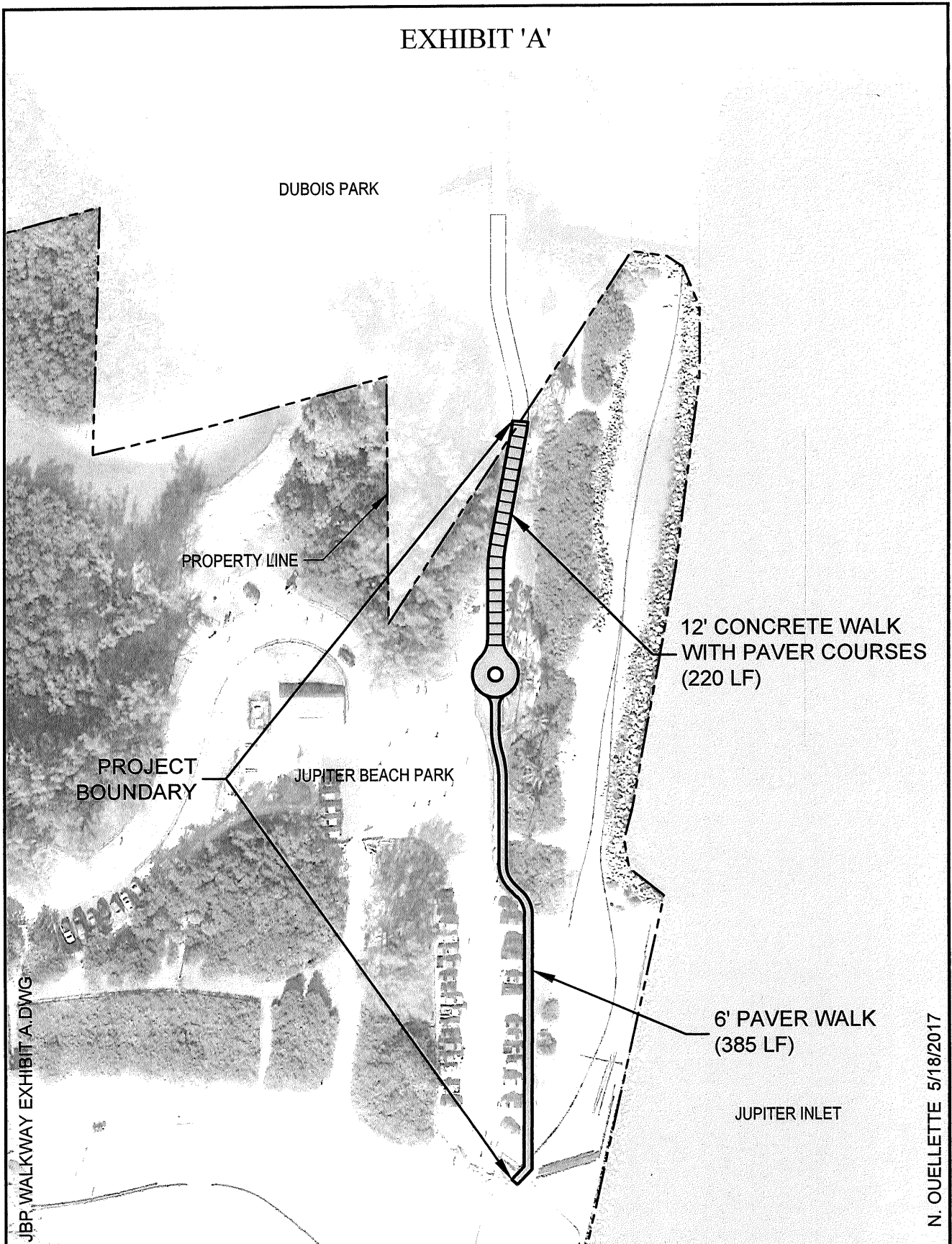
By:  _____
County Attorney

EXHIBIT 'A'



JBP WALKWAY EXHIBIT A.DWG

N. OUELLETTE 5/18/2017



PALM BEACH COUNTY
PARKS & RECREATION
DEPARTMENT

JUPITER BEACH PARK
JUPITER INLET DISTRICT /
PALM BEACH COUNTY
PROPOSED WALKWAY

