PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	April 16, 2019	[X] Consent [] Ordinance	[]	Regular Public Hearing
Department:	Engineering and Pu	ublic Works		
Submitted By:	Engineering and Pu	ublic Works		
Submitted For	: Road and Bridge D	ivision		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The First Amendment to the Interlocal Agreement (R2013-1773) with the South Indian River Water Control District (District) dated December 17, 2013, to redefine the Palm Beach County (County) road rights-of-way segments to be maintained by the District and to increase the yearly road maintenance cost that the County reimburses the District by \$5000.

SUMMARY: Approval of this First Amendment will enable the District to continue to provide maintenance for various County road rights-of-way located within the boundaries of the District, which have been under interlocal agreement since 1984, for a revised amount from \$32,000 to \$37,000 yearly. This annual amount was calculated based on the expected maintenance cost that the County anticipates for each of the roads.

<u>District 1</u> (YBH)

Background and Justification: Pursuant to Chapter 163, Florida Statutes, the County is authorized to enter into agreements with other governmental entities. The District has been providing maintenance for various County road rights-of-way located within the boundaries of the District, through Interlocal agreements since 1984. Due to cost increases for personnel, machinery and equipment, the District is requesting an annual increase from \$32,000 to \$37,000. It is more effective for the County to reimburse the District because the maintenance equipment used by the District on other non-county roads is already in the area. This first amendment will enable the District to continue to provide maintenance for an amount not to exceed \$37,000 yearly.

Attachments:

1. First Amendment with South Indian River Water Control District with Exhibit "A" (3)

N N	Recommended k	oy: Swell Miles	3 <u>/1</u> /1/9 Date
D	Approved By: _	Assistant County Administrator	4 5 9 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>\$ -0-</u>			0	
Operating Costs	\$34,500	\$37,000	\$37,000	\$37,000	\$37,000
External Revenues					
Program Income (County)					<u>-0-</u>
In-Kind Match (County)	0	0			
NET FISCAL IMPACT	<u>\$34,500</u>	<u>\$37,000</u>	<u>\$37,000</u>	<u>\$37,000</u>	<u>\$37,000</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No Does this item include the use of federal funds? Yes No

Budget Acct No.: Fund 1201 Dept. 360 Unit 2230 Object 4607 Program

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund Road Section

Maintenance costs are included in FY2019 budget. Subsequent year amounts are subject to Board approval of future budgets.

III. REVIEW COMMENTS

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

Polyphowo 3/18/19

OFMB

93/8

Contract Dev. and
4/2/19

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

C. Øther Department Review:

Department Director

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

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE SOUTH INDIAN RIVER WATER CONTROL DISTRICT AGREEMENT (R2013-1773) DATED DECEMBER 17, 2013

This First Amendment to the Interlocal Agreement with the South Indian River Water Control District dated December 17, 2013, (R2013-1773), hereinafter "AGREEMENT", by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter "COUNTY" and the South Indian River Water Control District, a water control district organized and existing under Chapter 298, Florida Statutes, hereinafter "DISTRICT", (individually "Party" and collectively "Parties"), is entered into on the date shown below.

WITNESSETH

WHEREAS, on December 17, 2013, the DISTRICT and COUNTY entered into the AGREEMENT for maintenance of various COUNTY ROADS located within the boundaries of the DISTRICT; and

WHEREAS, the COUNTY and DISTRICT mutually agree to redefine the limits of the ROADS to be maintained by the DISTRICT; and

WHEREAS, the COUNTY and DISTRICT agree to modify the payment amounts to the DISTRICT for maintaining the ROADS.

NOW, THEREFORE, in consideration of the mutual benefits covenants, promises, and agreements herein contained, the Parties agree as follows:

- 1. The above recitations are true and correct and incorporated herein.
- 2. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

1. SERVICES

The **DISTRICT'S** responsibility under this **AGREEMENT** is to provide mowing and grading services herein after "**MAINTENANCE**" on **COUNTY ROADS** located within the boundaries of the **DISTRICT**, as more specifically set forth in detail in Exhibit "A" dated February, 2019.

3. Sections 3A. and 3B. of the **AGREEMENT** are hereby deleted in their entirety and replaced with the following:

3. PAYMENTS TO DISTRICT

A. The **COUNTY** shall pay the **DISTRICT** a yearly amount not to exceed THIRTY-SEVEN THOUSAND and 00/100 DOLLARS (\$37,000) on a quarterly basis in FOUR equal installments of NINE THOUSAND TWO HUNDRED AND FIFTY and 00/100 DOLLARS (\$9,250) for all such work satisfactorily performed and upon submission of acceptable documentation needed to substantiate **DISTRICT'S** cost of the maintenance. This amount shall include all costs relating to the mowing of such

road rights-of-way and grading, including but not limited to, equipment, labor, fuel, and maintenance of the equipment.

- B. The **DISTRICT** shall invoice the **COUNTY** on a quarterly basis in a not to exceed amount of NINE THOUSAND TWO HUNDRED FITY and 00/100 DOLLARS (\$9,250) for **MAINTENANCE** satisfactorily performed by the **DISTRICT** pursuant to the terms and conditions of this **AGREEMENT**. All invoices shall be submitted to the **COUNTY** with sufficient clarity to enable Palm Beach County Clerk & Comptroller to perform her pre-audit functions.
- 4. Section 7 of the **AGREEMENT** is hereby deleted in its entirety and replaced with the following:

7. INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the **DISTRICT** represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If **DISTRICT** is not self-insured, **DISTRICT** shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this **AGREEMENT**, insurance coverage at limits not less than those contained in the Statute.

Should **DISTRICT** purchase excess liability coverage, **DISTRICT** agrees to include **COUNTY** as an Additional Insured.

The **DISTRICT** agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should **DISTRICT** contract with a third-party (Contractor) to perform any service related to the **AGREEMENT**, **DISTRICT** shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include DISTRICT and COUNTY as Additional Insureds. DISTRICT shall also require that the Contractor include a Waiver of Subrogation against COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the **DISTRICT** shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the **DISTRICT** of its liability and obligations under this **AGREEMENT**.

Section 8 of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

8. INDEMNIFICATION

DISTRICT shall protect, defend, reimburse, indemnify and hold the **COUNTY**, its agents, employees and elected officers free and harmless from and against any and all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character including attorney's fee, whether at trial or appellate levels or otherwise arising during or as a result of the **DISTRICT'S** performance of the terms of this **AGREEMENT**, or due to the acts or omissions of the **DISTRICT**. The **DISTRICT'S** aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set forth at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this **AGREEMENT**.

6. Sections 12F. and 12K. of the **AGREEMENT** are hereby deleted in their entirety and replaced with the following:

12. MISCELLANEOUS PROVISIONS

F. NONDISCRIMINATION

The Parties agree to comply with the **COUNTY'S** Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that neither Party conducts business with nor appropriates funds to any entity that practices discrimination on the basis of race, color, national origin, disability, religion, ancestry, sex, age, familia status, marital status, sexual orientation, gender identity or expression, disability, or genetic information. The **DISTRICT** understands and agrees that a material violation of this clause shall be considered a material breach and default of the **AGREEMENT**. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

K. INDEPENDENT CONTRACTOR RELATIONSHIP

The **DISTRICT** is, and shall be, in the performance of all work, services and activities under this **AGREEMENT**, an independent contractor and not an employee, agent or servant of the **COUNTY**. All persons engaged in any of the work or services performed pursuant to the **AGREEMENT** shall at all times in all places be subject to the **DISTRICT'S** sole direction, supervision, and control. The **DISTRICT** shall exercise control over the means and manner in which its employees, agents or contractors perform the work in all respects. The **DISTRICT'S** relationship and the relationship of its employees, agents or contractors to the **COUNTY** shall be that of an independent contractor and not as employees or agents of the **COUNTY**.

- 7. Section 12J. of the **AGREEMENT** is hereby deleted in its entirety.
- 8. Section 12P. of the **AGREEMENT** is hereby deleted in its entirety.
- 9. Section 12V. is hereby added to the **AGREEMENT**:

V. LAWS AND REGULATIONS

The **DISTRICT** shall abide by applicable federal, state and local laws, orders, rules and regulations when performing under this **AGREEMENT**. The **DISTRICT** further agrees to include this provision in all contracts issued as a result of this **AGREEMENT**.

- 10. It is the intent of the Parties hereto that this First Amendment shall not become binding until the date executed by the **COUNTY**.
- 11. Except as hereby amended, changed or modified, all other terms, conditions and obligations of this **AGREEMENT**, dated December 17, 2013 (R2013-1773) shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties have caus (R2013-1773) to be executed and sealed this	sed this First Amendment to the AGREEMENTday of, 2019.
Palm Beach County, Florida, a Political Subdivision of the State of Florida	THE SOUTH INDIAN RIVER WATER CONTROL DISTRICT
BOARD OF COUNTY COMMISSIONERS	
BY: Mack Bernard, Mayor	BY: Stephen Hinkle, Pres. (Print Name and Title)
SEAL	(Signature)
ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court	CORPORATE S E A L
BY:(Print Name)	WITNESS:
(Signature)	BY: Holly Rigsby (Print Name) Hally Rigsby (Signature)
APPROVED AS TO TERMS AND CONDITIONS:	
BY:	BY: Mchael Diccon (Print Name)
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	Wehal Dillo~ (Signature)
ybh Yelizaveta Herman, Assistant County Attorney	

EXHIBIT "A" (FEBRUARY 2019)

ROADS TO BE MAINTAINED

1.	Randolph Siding Road (N/S portion, from Randolph Siding to Sandy Run)
2.	Randolph Siding Road from 134th Terrace North to 110th Avenue North (Randolph Siding Rd.)
3.	Jupiter Farms Road from 150th Court North to 159th Court North
4.	69th Drive from Donald Ross Rd. north to 155th Place North
5.	155th Place North from 89th Avenue North to 69th Drive North
6.	150th Place North from 89th Avenue North to 69th Drive North
7.	64th Drive from Donald Ross Rd. North to 143rd Street North
8.	143rd Street North from 69th Drive North to 64th Way North
9.	146th Road North from 69th Drive North to 64th Way North
10.	75th Avenue North from 155th Place North to Canal C
11.	Bridle Lane from Cul de sac to SIRWCD Canal #1
12.	Bridle Court from Cul de sac to SIRWCD Canal #1
13.	Brian Way from 169th Court North to SIRWCD Canal #1
14.	169th Court North from Brian Way to 130th Avenue North
15.	130th Avenue North from Randolph Siding to SIRWCD Canal#1
16.	133rd Terrace North from 150th Court North to Randolph Siding Road
17.	156th Street North from 133rd Terrace North to SIRWCD Canal#13
18.	Mellen Lane from Randolph Siding Road North to SIRWCD Canal #1
19.	Alexander Run from Sandy Run Road to SIRWCD Canal #1
20.	174th Court North from Alexander Run to Haynie Lane
21.	169th Court North from Alexander Run to Haynie Lane
22.	164th Court North from Alexander Run to Haynie Lane
23.	Sandy Run Road from 129th Place North to Jupiter Farms Road

Old Indiantown Road from 129th Drive North to Mack Dairy Road

24.