

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$ 6,150	\$12,300	\$12,300	\$12,300	\$12,300
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ 6,150	\$12,300	\$12,300	\$12,300	\$12,300
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

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

Budget Account No:

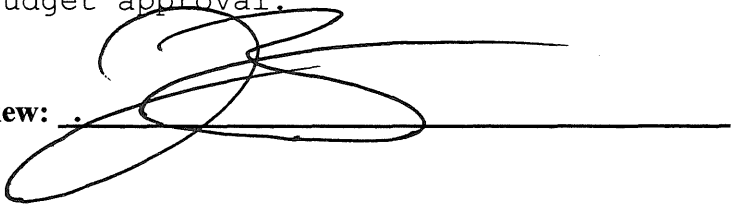
Fund 1201 Dept 360 Unit 2230 Object 3401

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund
 Road Section

Funding is currently included in the FY2021 budget. Funding in future years is subject to budget approval.

C. Departmental Fiscal Review:



III. REVIEW COMMENTS

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

Robert Brown 4/12/21 A. J. Javelle 4/13/21
 OFMB QA 4-12-21 5/4/21 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Jean-Adel Williams 3/13/2021
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



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
- Island Way from Indiantown Road to Martin County Line

Location Map

**FIRST AMENDMENT
TO THE INTERLOCAL AGREEMENT (R2016-0695) BETWEEN PALM BEACH
COUNTY AND THE TOWN OF JUPITER DATED JUNE 7, 2016
FOR
MOWING OF ROAD RIGHTS-OF-WAY LOCATED
WITHIN THE TOWN OF JUPITER**

This First Amendment to the Interlocal Agreement with the TOWN OF JUPITER dated June 7, 2016 (R2016-0695), hereinafter “**AGREEMENT**”, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter “**COUNTY**”, and the TOWN OF JUPITER, a municipal corporation of the State of Florida, hereinafter “**TOWN**”, (individually “**Party**” and collectively “**Parties**”), is entered into on the date shown below.

WITNESSETH

WHEREAS, on June 7, 2016, the **TOWN** and the **COUNTY** entered into the **AGREEMENT** (R2016-0695) for mowing services of certain **COUNTY** road rights-of-way (hereinafter **COUNTY ROADS**) located within the boundaries of the **TOWN**; and

WHEREAS, the **COUNTY** and the **TOWN** mutually agree to add an additional road segment to the prior established list of **COUNTY ROADS** to be mowed by the **TOWN**; and

WHEREAS, the **COUNTY** and the **TOWN** agree to modify the payment amounts to the **TOWN** for mowing the **COUNTY 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 **TOWN’S** responsibility under this **AGREEMENT** is to provide mowing services (including litter removal), hereinafter “**MOWING**”, on **COUNTY ROADS** located within the boundaries of the **TOWN**, as more specifically set forth in detail in **Exhibit “A”** dated October 1, 2020.

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

3. PAYMENTS TO TOWN

A. The COUNTY shall pay the TOWN a yearly amount not to exceed TWELVE THOUSAND THREE HUNDRED and 00/100 dollars (\$12,300) on a quarterly basis in FOUR equal installments of THREE THOUSAND SEVENTY FIVE and 00/100 dollars (\$3,075.00) 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 the COUNTY ROADS listed in Exhibit "A", which costs include but are 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 THREE THOUSAND SEVENTY FIVE and 00/100 DOLLARS (\$3,075.00) 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 the pre-audit functions.

4. Sections 6 and 7 of the AGREEMENT are hereby deleted in their entirety.
5. Section 8 of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

8. INSURANCE

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

If TOWN is not self-insured, TOWN 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 TOWN purchase excess liability coverage, TOWN agrees to include COUNTY as an Additional Insured.

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

Should **TOWN** contract with a third-party (Contractor) to perform any service related to the **AGREEMENT**, **TOWN** 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 **TOWN** and **COUNTY** as Additional Insureds. **TOWN** 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 **TOWN** shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

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

6. Section 9 of the **AGREEMENT** is hereby deleted in its entirety and replaced with the following:

9. INDEMNIFICATION

TOWN 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 **TOWN'S** performance of the terms of this **AGREEMENT**, or due to the acts or omissions of the **TOWN**. The **TOWN'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**.

7. Sections 13F of the **AGREEMENT** is hereby deleted in its entirety and replaced with the following:

13. **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, familial status, marital status, sexual orientation, gender identity or expression, disability, or genetic information.

The **TOWN** 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.

8. Section 13G of the **AGREEMENT** is hereby deleted in its entirety.

9. Section 13J of the **AGREEMENT** is hereby deleted in its entirety.

10. Section 13V is hereby added to the **AGREEMENT**:

V. LAWS AND REGULATIONS

The **TOWN** shall abide by applicable federal, state and local laws, orders, rules and regulations when performing under this **AGREEMENT**. When applicable, the **TOWN** shall provide maintenance of traffic devices, as necessary to protect and secure the **COUNTY ROADS**. The **TOWN** further agrees to include this provision in all contracts issued as a result of this **AGREEMENT**.

11. This First Amendment, including the exhibit referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same First Amendment. The **COUNTY** may execute the First Amendment through electronic or manual means. **TOWN** shall execute by manual means only, unless the **COUNTY** provides otherwise.

12. It is the intent of the Parties hereto that this First Amendment shall not become binding until the date executed by the **COUNTY**.

13. Except as hereby amended, changed or modified, all other terms, conditions and obligations of this **AGREEMENT**, dated June 7, 2016 (R2016-0695) shall remain in full force and effect.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this First Amendment to the AGREEMENT (R2016-0695) to be executed and sealed this _____ day of _____, 2021.

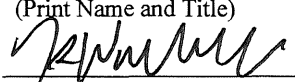
COUNTY:

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 
Steve Carrier
Assistant County Engineer

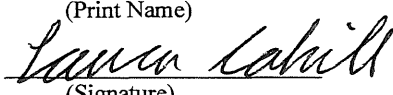
TOWN:

Town of Jupiter, a Municipal
Corporation of the State of Florida

BY: Todd R. Wodraska, Mayor
(Print Name and Title)

(Signature)

(CORPORATE SEAL)

ATTEST WITNESS:

BY: Laura E. Cahill, Town Clerk
(Print Name)

(Signature)



BY: Thomas J. Baird, Town Attorney
(Print Name)

(Signature)

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court
& Comptroller

By: _____
Deputy Clerk

COUNTY:

Palm Beach County, Florida, a
Political Subdivision of the
State of Florida by and through its
Board of County Commissioners

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

(SEAL)

BY: *ybke / Yelkzaveta B. Herman*
Yelkzaveta Herman
Assistant 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
- Island Way from Indiantown Road to Martin County Line.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK