PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	October 21, 2025	[X]	Consent Ordinance	[]	Regular Public Hearing
Department:	Engineering and Public Works				
Submitted By:	Engineering and Public Works				
Submitted For:	Road and Bridge Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the First Amendment (Amendment) to the Interlocal Agreement (R2019-1256) with the Indian Trail Improvement District (District) dated September 10, 2019, to increase the yearly road maintenance cost Palm Beach County (County) reimburses the District by \$46,000, from \$24,000 to \$70,000 for 60th Street North from Avocado Boulevard to 120th Avenue North (60th Street Segment), and to increase the not to exceed amount of truck loads of fill from eight (8) to 20 per year.

SUMMARY: Approval of the Amendment will enable the District to continue to provide maintenance for the 60th Street Segment, an unpaved section of road, which is Palm Beach County right-of-way, located within the District's boundary. The Amendment is for a revised amount from \$24,000 to \$70,000 yearly, and an increase to the not to exceed amount of truck loads of fill from eight (8) to 20 yearly. The annual amount was negotiated with the District based on the increased maintenance cost Palm Beach County (County) anticipates for the 60th Street Segment. Due to cost increases for personnel, materials, and equipment, the District requested an annual increase of \$46,000, from \$24,000 to \$70,000. The 60th Street Segment is programmed to be widened and paved, with construction of drainage improvements, in FY2028. It is more efficient for the County to reimburse the District, rather than perform the maintenance, because the maintenance equipment used by the District on their roads is already in the area. <u>District 6</u> (YBH)

Background and Justification: Pursuant to Chapter 163, Florida Statutes, the County is authorized to enter into agreements with other governmental entities.

Attachments:

1. First Amendment with Indian Trail Improvement District (3)

Recommended by:	David I hel	9/10/2025
YBH/TEL -	County Engineer	Date
Approved By:	Deputy County Administrator	9/19/25 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures _	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$70,000	\$70,000	\$70,000	-0-	-0-
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	\$70,000	\$70,000	\$70,000	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is	Item Included in Current Budget?	Yes No V
Is	this item using Federal Funds?	Yes No 🗸
Is	this item using State Funds?	Yes No 🗸

Budget Account No:

Fund 1201

Dept 360

Unit 2230 Object 4607

Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Trust Fund Road Section

Note: Subsequent year amounts are subject to BCC approval of future budgets.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

Approved as to Form and Legal Sufficiency:

C. Other Department Review:

Department Director

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT (R2019-1256) DATED SEPTEMBER 10, 2019, BETWEEN PALM BEACH COUNTY AND THE INDIAN TRAIL IMPROVEMENT DISTRICT

This First Amendment (AMENDMENT) to the Interlocal Agreement dated September 10, 2019 (R2019-1256) (AGREEMENT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and the INDIAN TRAIL IMPROVEMENT DISTRICT, an independent special district of the State of Florida, organized and existing under Chapter 298, Florida Statutes (DISTRICT), individually Party and collectively Parties.

WITNESSETH

WHEREAS, on September 10, 2019, the DISTRICT and the COUNTY entered into the AGREEMENT to provide for mowing and grading services on an unpaved portion of 60th Street North from east of Avocado Boulevard to 120th Avenue North (60th Street Segment); and

WHEREAS, the 60th Street Segment is a COUNTY right-of-way; and

WHEREAS, the COUNTY and the DISTRICT now agree to amend the AGREEMENT, as provided herein.

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 the AGREEMENT is to provide mowing and grading services (MAINTENANCE) on the 60th Street Segment. The DISTRICT shall provide MAINTENANCE at the following minimum interval rates:

- a) mowing eight (8) times annually; and
- b) grading fifty-two (52) times annually.

MAINTENANCE includes provision of additional reconstructive fill material, on an as-needed basis, but does not include dust control or removal of existing material. Either Party may determine the need for fill material. The total amount of fill provided shall not exceed <u>twenty (20)</u> truck loads per year.

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3. Section 2. of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

2. PAYMENTS TO DISTRICT

- a) The COUNTY shall pay the DISTRICT a yearly amount not to exceed SEVENTY THOUSAND and 00/100 DOLLARS (\$70,000) payable on a quarterly basis in four equal installments of SEVENTEEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$17,500) for all such work satisfactorily performed and upon submission of acceptable documentation needed to substantiate DISTRICT's cost of the MAINTENANCE. This amount shall be inclusive of all DISTRICT costs relating to the MAINTENANCE of the 60th Street Segment, 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 the amount of SEVENTEEN THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$17,500) for MAINTENANCE performed by the DISTRICT pursuant to the terms and conditions of the AGREEMENT. All invoices shall be submitted to the COUNTY with sufficient clarity to enable the Palm Beach County Clerk & Comptroller to perform its pre-audit functions.
- c) Invoices received from the DISTRICT pursuant to the 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 thirty (30) days following the COUNTY's representative's approval.
- 4. Section 3. of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

3. TERM.

The DISTRICT shall provide MAINTENANCE services for the balance 2025 as provided in this AMENDMENT. The AGREEMENT (as amended) shall renew automatically at 12 A.M. (Midnight) on December 31, 2025 for an additional one (1) year term, and each December 31 thereafter, unless sooner amended or terminated by the parties as set forth in the AGREEMENT (as amended).

5. Section 10. of the AGREEMENT is hereby deleted in its entirety and replaced with the following:

10. NOTICE

All notices required to be given under the AGREEMENT shall be in writing, and deemed sufficient to each Party when sent by United State Mail, postage prepaid, to the following:

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As to COUNTY: Mr. Adam Faustini

Palm Beach County Engineering

Road & Bridge Division 2555 Vista Parkway

West Palm Beach, FL 33411

With copy to: Palm Beach County Attorney's Office

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

As to DISTRICT:

ATTN: Executive Director 13476 61st Street North

West Palm Beach, FL 33412-1915

Indian Trail Improvement District

With copy to: Mr. Burgess Hanson, Executive Director

Indian Trail Improvement District

13476 61st Street North

West Palm Beach, FL 33412-1915

- 6. It is the intent of the Parties hereto that this AMENDMENT shall not become binding until the date executed by the COUNTY.
- 7. Except as hereby amended, changed or modified, all other terms, conditions and obligations of the AGREEMENT, shall remain in full force and effect.

SIGNATURES BEGIN ON FOLLOWING PAGE

IN WITNESS WHEREOF, this AMENDMENT is accepted as of the date signed by the COUNTY below, subject to the terms and conditions of the aforementioned AGREEMENT.

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

Assistant County Attorney

Indian Trail Improvement District an Independent Special District of the State of Florida

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BOARD OF COUNTY COMMISSIONERS	
BY: Maria G. Marino, Mayor	BY: Elizabeth Accomando, President
SEAL	DISTRICH SEAL
ATTEST: Joseph Abruzzo, Clerk of the Circuit Court & Comptroller	ATTEST ORIDA ON
BY: Deputy Clerk	BY: Betty Argue, Secretary
(Signature)	
APPROVED AS TO TERMS and CONDITIONS:	
BY: Steve Carrier, P.E. Assistant County Engineer	
APPROVED AS TO FORM and LEGAL SUFFICIENCY: BY: Yelizaveta Herman	