

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: October 21, 2014 **Consent** **Regular**
 Ordinance **Public Hearing**

Department: COOPERATIVE EXTENSION SERVICE

Submitted By: COOPERATIVE EXTENSION SERVICE

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Amendment to the Agricultural Land Management Interlocal Agreement with the Palm Beach Soil and Water Conservation District, amending the termination provision by requiring Palm Beach Soil and Water Conservation District obtain a super majority vote prior to terminating the Agreement.

Summary: The County and Palm Beach Soil and Water Conservation District ("PBSWCD") entered into an Agricultural Land Management Interlocal Agreement on June 5, 2012 (R 2012-0839) ("Agreement") which requires PBSWCD to manage agricultural lands purchased by the County with funds from the March 1999 Conservation Lands Bond Referendum. PBSWCD is requiring all of its contracts contain super majority vote language prior to termination. This Amendment adds the requested language by PBSWCD. Districts 1, 3 and 5 (AH).

Background and Policy Issues: The County and PBSWCD entered into an Agreement which requires PBSWCD to manage agricultural lands purchased by the County with funds from the March 1999 Conservation Lands Bond Referendum. The Agreement is for a three year period beginning July 1, 2012, for an annual fee of \$53,994. PBSWCD is requiring all its contracts contain super majority vote language prior to termination. The Amendment adds the requested language by PBSWCD.

Attachments:

- 1. Amendment to Agricultural Land Management Interlocal Agreement with PBSWCD

Recommended by: Audrey R. Norman 9/26/2014
Department Director **Date**

Approved By: [Signature]
County/Deputy/Assistant County Administrator **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____

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

No fiscal impact

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

[Signature]

 9/29/14 OFMB
 9/29/14

[Signature]

 Contract Dev. and Control
 10-6-14 P. Wheeler

B. Legal Sufficiency:

[Signature]

 Assistant County Attorney

C. Other Department Review:

 Department Director

**AMENDMENT TO AGRICULTURAL LAND MANAGEMENT INTERLOCAL
AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
PALM BEACH SOIL & WATER CONSERVATION DISTRICT**

This Amendment is made and entered into the ____ day of _____ 2014, between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County" and Palm Beach Soil & Water Conservation District, a special district created by the Legislature of the State of Florida, hereinafter referred to as "PBSWCD", herein referred to collectively as the "Parties".

WITNESSETH:

WHEREAS, on June 5, 2012, County entered into an Agricultural Land Management Interlocal Agreement (R 2012-0839) ("Agreement") with PBSWCD to manage County property within the Ag Reserve that has been purchased by Palm Beach County and leased out for agricultural uses, for a fee of \$53,994 per year to be paid from funds generated by the lease program; and

WHEREAS, PBSWCD desires to add super majority vote language in their termination clause to all of its contracts, which requires an amendment to Article 6.1 of the Agreement; and

WHEREAS, both parties desire to amend the Agreement.

NOW, THEREFORE, the County and the PBSWCD, for and in consideration of the mutual covenants and agreements flowing from each to the other, do hereby agree as follows:

1. Article 6.1 of the Agreement is deleted in its entirety and replaced with the following: Termination for cause will be provided by written notice with thirty (30) calendar days to correct the deficiency. If PBSWCD fails to correct the deficiency within this time, or within a cure period agreed to by the Parties, the County will have the option to terminate this Agreement at the expiration of said time period. The County may terminate this Agreement without cause by providing thirty (30) calendar days notice to PBSWCD. Should this Agreement

be terminated for any reason, legitimate obligations shall be paid during the cure period with prior approval of the County Project Manager so as to provide continuity of the business activities and maintain the PBSWCD's credit standing. Termination of this Agreement by PBSWCD must be based on a super majority vote of no less than 4 out of 5 Supervisors of PBSWCD.

2. Article 10.9 of the Agreement is deleted in its entirety and replaced with the following: PBSWCD warrants and represents that all of its employees, and participants in the programs it serves, are treated equally during employment and/or services without regard to race, color, religion, sex, age, handicap, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression or genetic information.
3. Article 10.11 is added to state: 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 County and/or PBSWCD.
4. All provisions of said Agreement, dated June 5, 2012, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

(remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this AGREEMENT on the date first written above.

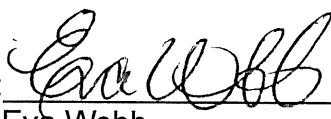
ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Priscilla A. Taylor, Mayor

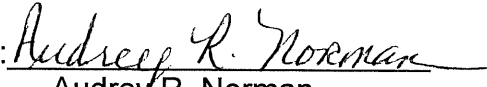
PALM BEACH SOIL & WATER
CONSERVATION DISTRICT

By: 
Eva Webb
Board of Governing Supervisors

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
Anne Helfant
Assistant County Attorney

BY: 
Audrey R. Norman,
Department Director