

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 4, 2025 Consent Regular
 Ordinance 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 Second Amendment to the Interlocal Agreement (R2013-1773) with the South Indian River Water Control District (District) dated December 17, 2013, to increase the yearly road maintenance cost that Palm Beach County (County) reimburses the District by \$38,000, from \$37,000 to \$75,000.

SUMMARY: Approval of the Second Amendment will enable the District to continue to provide maintenance for various County road rights-of-way located within the boundaries of the District, for a revised not to exceed amount from \$37,000 to \$75,000 yearly. The annual amount was negotiated with the District based on the maintenance cost that the County anticipates for each of the roads. Due to cost increases for personnel, machinery and equipment, the District requested an annual increase from \$37,000 to \$75,000. The First Amendment (R2019-0479), approved by the Board of County Commissioners (BCC) on April 16, 2019, redefined the County road rights-of-way segments to be maintained by the District and increased the yearly costs from \$32,000 to \$37,000. District 1 (YBH)

Background and Justification: Pursuant to Chapter 163, Florida Statutes, the County is authorized to enter into agreements with other governmental entities. Through interlocal agreements, the District has been providing maintenance for various County road rights-of-way located within the District's boundaries since 1984. 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 Second Amendment will enable the District to continue to provide maintenance for an amount not to exceed \$75,000 yearly.

Attachments:

- 1. Second Amendment with South Indian River Water Control District (3)
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 **Recommended by:** David F. Ted 12/12/24
YBH/TEL County Engineer Date

Approved By: [Signature] 1/13/25
Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	\$65,500	\$75,000	\$75,000	\$75,000	\$75,000
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	\$65,500	\$75,000	\$75,000	\$75,000	\$75,000
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes No
 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

Maintenance costs are included in FY2025 budget.
 Subsequent year amounts are subject to Board approval of future budgets.

C. Departmental Fiscal Review: *Danny Raulo*

III. REVIEW COMMENTS

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

Shirley 1/3/2025
 MD 1/3 OFMB GA 1/3

Frank Mack 1/4/25
 Contract Dev. and Control
 2671.6.25

B. Approved as to Form and Legal Sufficiency:

[Signature] 1/7/25
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment. 2

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT (R2013-1773) DATED
DECEMBER 17, 2013, AS AMENDED (R2019-0479), BETWEEN PALM BEACH
COUNTY AND THE SOUTH INDIAN RIVER WATER CONTROL DISTRICT**

This Second Amendment to the Interlocal Agreement 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** right-of-way segments, hereinafter **ROADS**, located within the boundaries of the **DISTRICT**; and

WHEREAS, the **AGREEMENT** was amended on April 16, 2019 (R2019-0479) to redefine the **ROADS** maintained by the **DISTRICT** and to increase the yearly road maintenance cost from \$32,000 to \$37,000; and

WHEREAS, the **COUNTY** and **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. 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 SEVENTY-FIVE THOUSAND and 00/100 DOLLARS (\$75,000) on a quarterly basis in FOUR equal installments of EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$18,750) 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 EIGHTEEN THOUSAND SEVEN HUNDRED FIFTY and 00/100 DOLLARS (\$18,750) 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 its pre-audit functions.

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

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

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

THE SOUTH INDIAN RIVER WATER
CONTROL DISTRICT

BOARD OF COUNTY COMMISSIONERS

BY: _____
Maria G. Marino, Mayor

BY: William Chad Kennedy Executive Director
(Print Name and Title)
William Chad Kennedy
(Signature)

S E A L

ATTEST:
Joseph Abruzzo, Clerk of the Circuit
Court & Comptroller

C O R P O R A T E S E A L

BY: _____
Deputy Clerk

(Signature)

WITNESS:
BY: Jennifer Hammond
(Print Name)
Jennifer Hammond
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Steve Carrier
Steve Carrier, P.E.
Assistant County Engineer

BY: Carol Wise
(Print Name)
Carol Wise
(Signature)

APPROVED AS TO FORM and LEGAL
SUFFICIENCY:

BY: Yelzaveta Herman
Yelzaveta Herman
Assistant County Attorney