

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BOYNTON BEACH
AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
FOR ENHANCED LANDSCAPING AND FENCING AT CONGRESS
MIDDLE SCHOOL**

THIS AGREEMENT is entered into this 13 day of June, 2006, between **THE CITY OF BOYNTON BEACH**, a municipal corporation of the State of Florida (hereinafter referred to as "**City**"), and the **SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, a corporate body politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "**School Board**").

WITNESSETH:

WHEREAS, the School Board is modernizing Congress Middle School (hereinafter referred to as "**School**"); with a completion date scheduled for August 2006; and

WHEREAS, the City has offered to upgrade the landscaping and fencing at the School to provide for a pleasing environment; and

WHEREAS, the School Board has agreed to allow the City to contribute to the enhanced amenities at the City's expense; and

WHEREAS, the School Board and the City share the use of the facilities under an existing mutual use agreement; and

WHEREAS, it is the intent of Part 1 of Chapter 163, Florida Statutes (The Florida Interlocal Cooperation Act), to encourage cooperation between local government units in the provision of services and facilities for the needs of local communities; and

WHEREAS, the School Board and the City deem that it is necessary and appropriate to cooperate with each other by entering into this Interlocal Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits herein contained, the parties agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are incorporated herein as is fully set forth. All exhibits to this Agreement are hereby deemed a part hereof. The dates set forth may be extended by the mutual consent of the parties.

2. Purpose.

The purpose of this Interlocal Agreement is to enhance the landscaping and fencing at Congress Middle School to improve the appearance of the School along one of the City's major corridors.

3. Termination.

In the event this Agreement has not been executed by August 2009, the School Board shall revert back to its typical landscape standards. These landscaping standards can be found in the State Requirements for Education Facilities (SREF) Chpt. 5, Sec. 5(3)(a)

4. Obligations of the School Board.

A. The School Board will fund the planning, design, purchase and installation of landscape materials and a black vinyl coated fence that will run along the perimeter buffer of Congress Middle School as a part of the Congress Middle School construction project, as shown on the Phase I Planting Plan, Sheet No. L2.0 dated September 7, 2004, attached and made part hereof as **Exhibit "A."**

B. The School Board shall be responsible for the normal maintenance of the landscape improvements funded by the City.

5. Obligations of the City of Boynton Beach.

The City agrees to provide the School Board funding for the documented cost of the Project, in an amount not to exceed \$/43,620⁰⁰, provided in Exhibit "B". The City shall pay to the School Board the amount reflected in invoices submitted to the City and will use its best efforts to provide reimbursement to School Board within forty-five (45) days of receipt of the following information:

(i) A written statement that the work has been completed; and

(ii) School Board shall attach a copy of each vendor invoice paid by School Board along with a copy of the respective School Board check or check voucher.

6. Replacement.

In the event all or a portion of the landscape improvements or black vinyl coated fence are damaged due to a natural disaster, the School Board shall not be responsible for the replacing any improvements originally funded under this Interlocal Agreement.

7. Recognition of Liability.

The School Board and the City recognize their respective liability for certain tortious acts of their agents, officers, employees, and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees, to the extent and limits provided by law, said governmental entities subject to the limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the governmental entities have under said statute. Each party covenants to maintain sufficient professional, general liability, and worker's compensation coverage, unless self-insured, regarding its respective liability, throughout the term of Agreement.

8. Other Agreements.

The City and the School Board agree to cooperate with each other and execute any and all documents or agreements necessary to effectuate this Agreement for the purposes stated herein.

9. Modification.

Any modifications to this Agreement shall be in writing and approved by the parties' respective governing bodies.

10. Notice.

All notices to be given or delivered by or to any party hereunder shall be given in writing and shall be (as elected by the party giving such notice) hand delivered by a messenger, courier service, or Federal Express, or alternately shall be sent by United States Certified Mail with return receipt requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier service, or Federal Express, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following as the addresses to which notices shall be delivered:

City: City Manager
City of Boynton Beach
100 East Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, FL 33425

With a copy to: City Attorney
City of Boynton Beach
100 East Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, FL 33425

School Board: Arthur Johnson, Ph.D., Superintendent
School Board of Palm Beach County, Florida
3300 Forest Hill Boulevard
West Palm Beach, FL 33406

With a copy to: Chief Counsel
School Board Legal Services Department
3300 Forest Hill Boulevard
West Palm Beach, FL 33406

Planning Department
Intergovernmental Relation Section
3300 Forest Hill Boulevard, Suite C-110
West Palm Beach, FL 33406-5813

11. Binding Effect.

All terms and provisions of the Agreement shall be binding, inure to the benefit of, and be enforceable by the parties and their legal representatives, successors, and assigns.

12. Headings.

Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this Agreement.

13. Exhibits.

Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

14. Waiver.

Failure of the City or School Board to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition, or right, but the same shall remain in full force and effect.

15. Legal Representation.

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

16. Joint Defense.

In the event that the validity of this Agreement is challenged through legal proceedings or otherwise, the parties agree to cooperate with each other in defense of this Agreement, with each party to bear its own attorney's fees and costs associated with such defense.

17. Severability.

If any provisions of this Agreement shall be held illegal, inoperative, or unenforceable in any context, said provisions shall not effect any other provisions of the Agreement or render other provisions invalid, inoperative, or unenforceable.

18. No Third-Party Beneficiary.

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

19. Remedies.

Each party hereto recognizes and agrees that the violation of any term, provision, or condition of this Agreement may cause irreparable damage to the other parties which may be difficult to ascertain, and that the award of any sum of damages may not be adequate relief to such parties. Each party, therefore, agrees that, in addition to other remedies available in the event of a breach of this Agreement, any other party shall have a right to equitable relief, including, but not limited to, the remedy of specific performance.

20. Counterpart Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

21. Venue/Laws.

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise out of this Agreement, venue shall lie in Palm Beach County, Florida.

22. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

23. Time.

Time is of the essence with regard to every term, condition, and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays, and state or national legal holidays, and any time period provided herein which shall end on Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the next business day.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the dates set forth below:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, as the Governing Body of THE SCHOOL BOARD OF PALM BEACH COUNTY

(SEAL)

By: _____
Thomas Lynch, Chairman

Date: _____

ATTEST:

SUPERINTENDENT

Reviewed & Approved for Form and Legal Sufficiency:

By: Blair Lewis Date: 6/29/06
School Board Attorney

CITY OF BOYNTON BEACH, FLORIDA

(SEAL)

By: Jerry Taylor
Mayor

Date: 6-13-06

ATTEST:

Janet M. Prainito
City Clerk



Approved as to form and legal sufficiency

By: [Signature]
City Attorney

Date: 6/9/06

JAMES B. PIRTLE CONSTRUCTION CO., INC.

DESIGN BUILDERS • CONSTRUCTION MANAGERS • GENERAL CONTRACTORS

4740 DAVIE ROAD • DAVIE, FLORIDA 33314 • BROWARD (954) 797-0410 • DADE (305) 944-2262 • FAX (954) 797-6330

Thursday, May 11, 2006

SCHOOL DISTRICT OF PALM BEACH COUNTY
3300 Forrest Hill Blvd., C331
West Palm Beach, FL 33406

Attn: Randall Granberry

Re: CONGRESS MIDDLE SCHOOL (MODERNIZATION)
Project No: 1581-8339
Landscaping & Fencing Enhancements

Dear Mr. Granberry:

Below is a summary of costs associated with the fencing and landscaping enhancements along the East and West sides of the above referenced project.

1. Fencing – The cost difference between aluminized vs. black vinyl coated chain link fence has been proposed by the fencing subcontractor to be \$10.00/LF for 6' fence and \$30.00/LF for gates. Based upon the frontage along Congress Avenue the cost difference between the fencing material is as follows:

6' Chain Link Fencing	1366 LF x \$10.00/LF	= \$ 13,660.00
6' Chain Link Gates	100 LF x \$30.00/LF	= \$ <u>3,000.00</u>
Total for fencing enhancements		= \$ 16,660.00

2. Landscaping – The costs associated with the enhanced landscaping as currently shown on revised Landscape drawings L2.0 and L2.1, revision #2 dated 3/14/06, for the Congress Avenue, West Side and Wetland Retention buffers as determined by the A/E's Landscape Architect and landscape subcontractor is as follows:

Congress Avenue Buffer – Plant List

Silver Buttonwood - 8' HT	15 each
Orange Geiger - 10' HT	13 each
Dahoon Holly - 12' HT	3 each
Wax Myrtle - 10' HT	4 each
Simpson Stopper - 8' HT	7 each
Slash Pine - 8' to 14' HT	5 each
Sabal Palm - 12' to 18' HT	16 each
Florida Privet - 3 Gallon	798 each
Boston Fern - 3 Gallon	1498 each
Silver Saw Palmetto - 3 Gallon	810 each
Dwarf Fakahatchee - 3 Gallon	1336 each

Subtotal for Congress Avenue Buffer = \$ 63,992.00

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West Side Buffer - Plant List

Gumbo Limbo - 14' HT	6 each
Satin Leaf - 12' HT	15 each
Simpson Stopper - 8' HT	11 each
Mastic - 12' HT	27 each
Paradise Tree - 12' HT	14 each
Dwarf Native Firebush - 3 Gallon	376 each
Silver Saw Palmetto - 3 Gallon	416 each
Dwarf Fakahatchee - 3 Gallon	363 each

Subtotal for West Side Buffer = \$ 33,069.00

Congress Avenue Wetland Retention Area - Plant List

Bald Cypress - 12' HT	37 each
Fakahatchee Grass - 3 Gallon	1748 each

Subtotal for Wetland Retention Area = \$ 29,899.00

Total for Fencing and Landscaping Enhancements = \$143,620.00

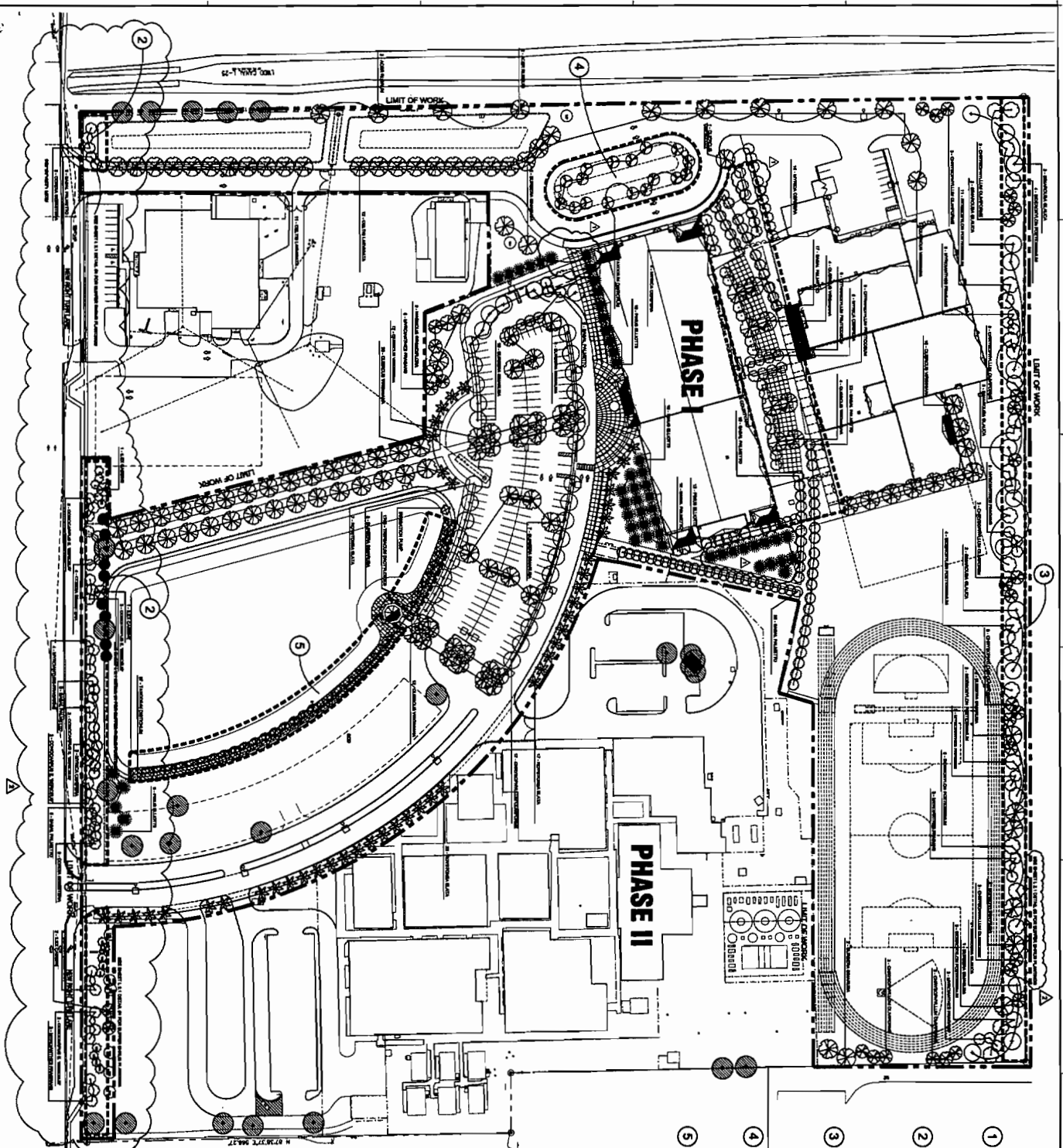
Please note that the above landscaping costs include the changes that were made to the initial Landscaping Plant Lists for the trees and shrubs that were added by the latest revised Landscaping Drawings in response to the COBB comments dated 2/16/06.

Please give me a call should you have any questions regarding this information.

Very truly yours,
JAMES B. PIRTLE CONSTRUCTION CO., INC.

Matt Mahoney
Project Manager

MM
cc: David Swan - SDPBC
Bob Shaffer - SDPBC
Martha Padreda - Zyscovich
Aida Curtis - Curtis + Rogers



"GREEN INITIATIVE" PRIORITIES

- ① PRIORITY 1:
GENERAL SITE PLANTING
CREATION OF NATIVE OUTDOOR
LEARNING ROOMS
 - ② PRIORITY 2:
CREATION OF A LANDSCAPED BUFFER
ALONG CONGRESS AVENUE UTILIZING
DROUGHT TOLERANT XERISCAPE
PRINCIPLES.
 - ③ PRIORITY 3:
CREATION OF "NATIVE" UPLAND BUFFER
AREA ALONG WEST SIDE ABUTTING
RESIDENTIAL.
 - ④ PRIORITY 4:
CREATION OF NATIVE "WET" TOLERANT
AREA ON DRY RETENTION.
 - ⑤ PRIORITY 5:
CREATION OF WETLAND EDGE PLANTINGS
ALONG PROPOSED RETENTION LAKE.
- OVERALL SITE:
- XERISCAPE PRINCIPLES APPLIED
- EMPHASIS ON NATIVE PLANTINGS
- POSSIBLE "GRAY WATER" USE - IRRIGATION

LEGEND

	EXISTING TREE TO REMAIN
	RELOCATED TREE
	RELOCATED PALM



PHASE III - 100% CONSTRUCTION DOCUMENTS

<p>PHASE I PLANTING PLAN</p> <p>12.0</p>	<p>KEY PLAN</p>	<p>Architect</p> <p>Zyscovich</p> <p>100 North Bayshore Blvd., 27th Floor, Miami, FL 33132 Voice 305.573.2222, Fax 305.577.4211, m3@zyscovich.com Reg. No. AKC021421</p>	<p>Project</p> <p>Boynton Beach</p> <p>CONGRESS MIDDLE SCHOOL</p> <p>GDPC Project No. 1561-2330</p>	<p>Civil Engineer</p> <p>SPORTS CONSULTING, INC.</p> <p>2500 International Blvd. Miramar, Florida 33187 305.862.9111</p>	<p>Structural Engineer</p> <p>DOUGLASS, DOUGLASS & ALBRIGHT</p> <p>4000 SW 14th Court Miramar, Florida 33187 305.862.9111</p>

