

INTERLOCAL AGREEMENT

WITH

PALM BEACH COUNTY,

THE CITY OF WEST PALM BEACH,

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY

FOR

RECIPROCITY OF CERTIFICATION OF SMALL AND

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY,
THE CITY OF WEST PALM BEACH,
AND

THE SCHOOL BOARD OF PALM BEACH COUNTY

FOR

RECIPROCITY OF CERTIFICATION OF SMALL AND
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

This is an Interlocal Agreement, made and entered into this _____ day of _____, 2006, by and between: PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

THE CITY OF WEST PALM BEACH, a Florida municipality, hereinafter referred to as "CITY,"

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "SCHOOL BOARD,"

WHEREAS, COUNTY, CITY, and SCHOOL BOARD (the "parties") have programs designed to increase the number of contracts awarded to Small Business Enterprises (SBEs) and track the participation of Minority/Women-owned Business Enterprises (M/WBEs) awarded contracts; and

WHEREAS, COUNTY, CITY, and SCHOOL BOARD wish to enter into a reciprocal agreement for certification of Small and Minority/Women-owned Business Enterprises, to simplify the certification process and reduce the volume of paperwork required of Small and Minority/Women-owned Business Enterprises; and

WHEREAS, COUNTY, CITY, and SCHOOL BOARD presently employ substantively similar processes and methods in the processing of certification applications, making redundant the need for a subsequent review session; and

WHEREAS, COUNTY, CITY, and SCHOOL BOARD have accepted a Multi-Agency Certification Cover Sheet for certification of Small and Minority/Women-owned

Business Enterprises although each agency will use its own Certification Application; and

WHEREAS, COUNTY, CITY, and SCHOOL BOARD are entering into this Agreement solely for the purpose of facilitating the certification of Small and Minority/Women-owned Business Enterprises; and

WHEREAS, COUNTY, CITY, and SCHOOL BOARD have determined that it is mutually beneficial and in the best interests of the citizens, residents, and/or customers of these agencies to enter into this Agreement; and

WHEREAS, other governmental agencies, such as the South Florida Water Management District, are in the process of developing Small Business Enterprise Programs, and may be interested in joining this Interlocal Agreement in the future, and such additions of agencies is encouraged;

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits "public agencies", as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth, the Parties hereto agree as follows:

Section 1. RECITALS

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM OF AGREEMENT

2.01 This agreement shall be effective upon approval of all Parties and shall terminate pursuant to Section 9 of this Agreement.

Section 3. COMPENSATION

3.01 The Parties agree that the costs for the processing of certification applications received by the individual entities will continue to be the responsibility of each entity.

Section 4. DUTIES AND RESPONSIBILITIES

- 4.01 Each party shall be responsible for processing certification applications for Small or Minority and Women-owned Business Enterprises in accordance with the terms set forth in the certification procedures to accompany this Interlocal Agreement, as Exhibit "A" attached hereto and incorporated herein.
- 4.02 COUNTY, CITY, and SCHOOL BOARD will accept the approved certifications of the other Parties to this Agreement to the extent such certifications are consistent with the individual agencies' certification requirements.
- 4.03 COUNTY, CITY, and SCHOOL BOARD agree that appropriate care will be taken with regard to the technical requirements of the certification process, and that each party will assert to the other Parties that firms approved for certification are in keeping with the requirements of the applicable certification program, as outlined in the administrative procedures that accompany this Interlocal Agreement.
- 4.04 When requested, the Parties shall provide the other Parties with documentation, including, but not limited to supporting documentation for the certification of approved firms.
- 4.05 When requested, the parties shall provide assistance to the other parties to resolve issues that may hinder certification, or to more fully address instances where qualification for certification is unclear.

Section 5. GOVERNING LAW

- 5.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 6. GOVERNMENTAL IMMUNITY

- 6.01 The Parties are political subdivisions as defined in Chapter 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party. Nothing herein shall be construed as consent to be sued by third parties in a matter arising out of this Agreement or any other contract.

Section 7. RECORDS

- 7.01 COUNTY, CITY, and SCHOOL BOARD shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes.

Section 8. ASSIGNMENT; AMENDMENTS

- 8.01 The Parties agree not to assign any right, title, or interest hereunder without the prior written consent of all other parties. Any attempt by any party to assign, transfer, or sell any of the rights, duties, or obligations under this Interlocal Agreement without first obtaining such consent is null and void.
- 8.02 The Parties further agree that no modification, amendment, or alteration in the terms contained in this written document shall be effective unless contained in a written instrument executed after being duly approval by the governing board of each respective party.

Section 9. TERMINATION

- 9.01 Any party may terminate this Interlocal Agreement by providing thirty (30) days written notice of its intention to cancel this Interlocal Agreement, at which time this Agreement shall be canceled as of 30 days after the date of such notice. If only one party cancels this Interlocal Agreement, the Agreement will remain in full force and effect for the remaining parties.
- 9.02 Unless terminated pursuant to the provisions of 9.01 above, this Agreement shall terminate automatically ten (10) years from the effective date.

Section 10. THIRD PARTY BENEFICIARIES

- 10.01 The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the Parties based upon this Agreement.

Section 11. VENUE, WAIVER OF JURY TRIAL

- 11.01 Any claim and all legal action necessary to enforce this Agreement will be held in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.
- 11.02 The Parties to this Agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the terms of this Agreement.

Section 12. ENTIRE AGREEMENT

- 12.01 This Agreement contains the entire understanding of the Parties relating to the subject matter hereof superseding all prior communications between the Parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by all Parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of

this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 13. SEVERABILITY

13.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

Section 14. CONTRACT ADMINISTRATORS

14.01 The Contract Administrators for each party shall be as follows:

For PALM BEACH COUNTY: Hazel L.K. Oxendine, Director, Office of Small Business Assistance.

For SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA: Dr. Otelia DuBose, Director, Office of Diversity in Business Practices.

For CITY OF WEST PALM BEACH, Pamela Morrison, Manager, West Palm Beach Small Business Program.

Section 15. NOTICES

15.01 Whenever a party desires to give notice to the others, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

Office of Small Business Assistance
Attn: Hazel L.K. Oxendine, Director
50 S. Military Trail, Suite 209
West Palm Beach, FL 33415
Phone: (561) 616-6840 Fax: (561) 616-6850

City of West Palm Beach
Attn: Pamela Morrison, Manager, West Palm Beach Small Business Program
cc: City Administrator
City Hall
200 2nd Street
West Palm Beach, FL 33401
Phone: (561) 659-8000 Fax: (561) 659-8066

The School Board of Palm Beach County
Attn: Dr. Otelia Dubose, Director, Office of Diversity in Business Practices
3340 Forest Hill Blvd., A-106
West Palm Beach, FL 33406-5869
Phone: (561) 434-8508 Fax: (561) 434-7405

Section 16. RECORDATION/FILING

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

Remainder of page was left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the day and year first above written.

THE SCHOOL BOARD OF PALM BEACH COUNTY

ATTEST:

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA,

Witness

By: _____
Chair

Witness

_____ day of _____, 2007

REVIEWED AND APPROVED AS TO LEGAL FORM

By: _____
Arthur C. Johnson, Ph.D.,
Superintendent

By: _____
School Board Attorney Date

THE CITY OF WEST PALM BEACH

ATTEST:

**THE CITY OF WEST PALM BEACH,
FLORIDA, BY ITS CITY COMMISSIONERS**

By: _____
City Clerk

By: _____
Lois J. Frankel, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: _____
City Attorney

PALM BEACH COUNTY

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Palm Beach County

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

BOARD OF COUNTY
COMMISSIONERS OF PALM BEACH,
FLORIDA

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

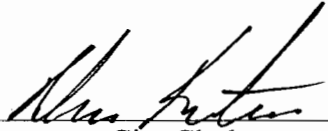
By: _____
Assistant County Attorney

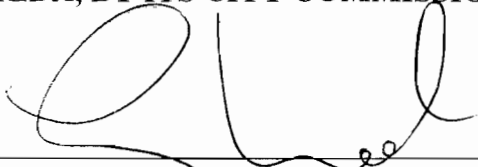
By: _____
Department Director

THE CITY OF WEST PALM BEACH

ATTEST:

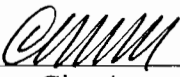
**THE CITY OF WEST PALM BEACH,
FLORIDA, BY ITS CITY COMMISSIONERS**

By: 
City Clerk

By: 
Lois J. Frankel, Mayor

(SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By:  1/16/07
City Attorney