



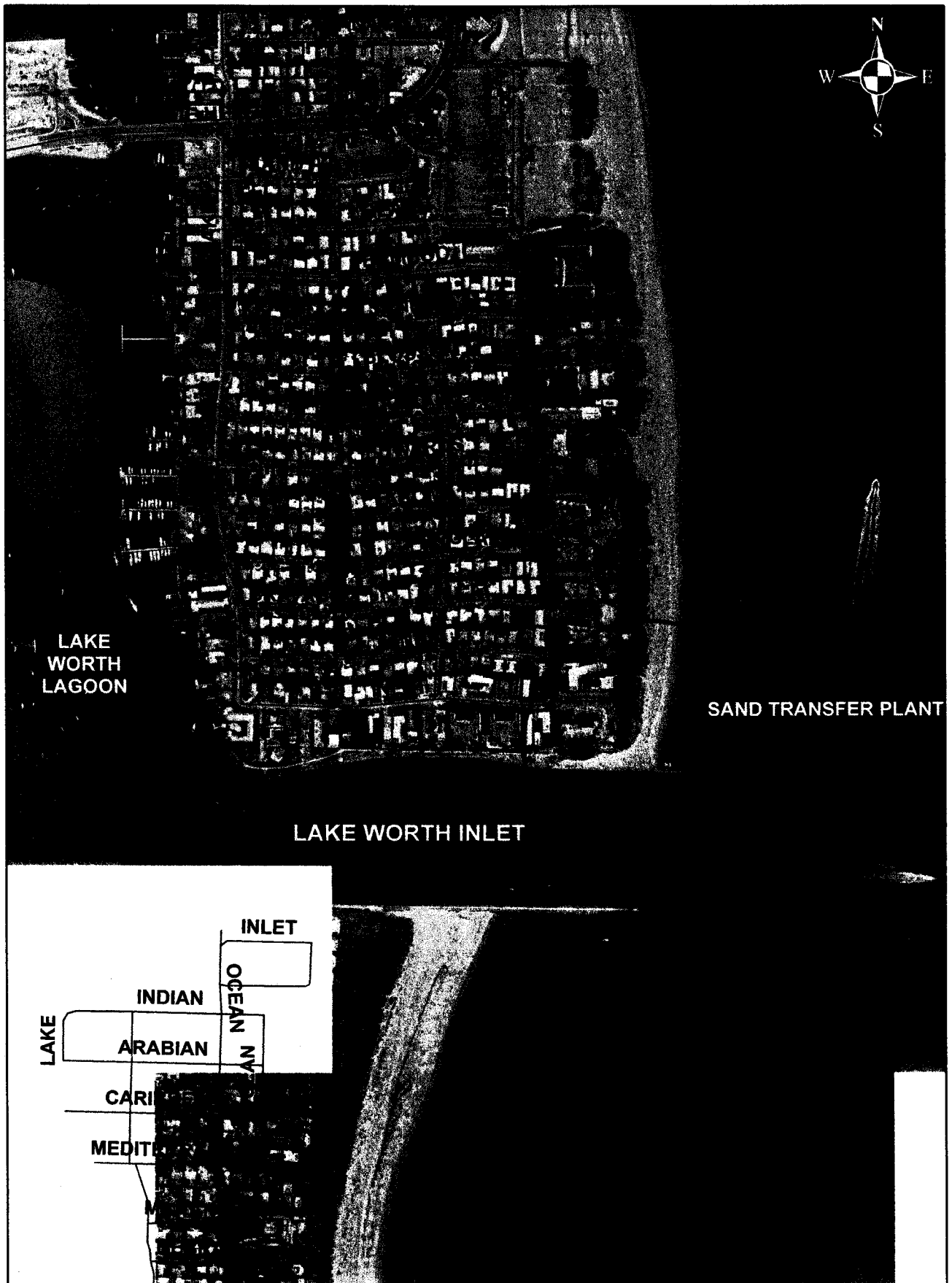


**(Background and Justification Continued from page 1)**

The August 16, 1994 Interlocal Agreement expressed the intention of the County and Town to share equally in the local costs of a technically advanced bypassing system, cooperate together to seek other long-term solutions to the problem of erosion caused by the Lake Worth Inlet and to work together to ensure that the Port of Palm Beach becomes a local co-sponsor in the effort. However, these matters were addressed when the County entered into the Tri-Party Agreement (R-96-1720D) on October 15, 1996 with the Town and Port of Palm Beach which was amended on 8/15/2006. All parties agreed in the 1996 Agreement to contribute equally in the funding of the local share of projects funded by the U.S. Army Corps of Engineers (CORPS) and project costs of non-federal projects identified in the Lake Worth Inlet Management Plan and Coast of Florida Study.

Staff will continue to work with the Corps, the Port of Palm Beach and the Town of Palm Beach in an effort to implement a portion of the Lake Worth Inlet Management Plan by accelerating the restoration of the current sand bypassing plant.

# LOCATION MAP



PALM BEACH COUNTY  
DEPARTMENT OF ENVIRONMENTAL  
RESOURCES MANAGEMENT

SCALE 1" = 800'



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Attachment 2

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF PALM BEACH**

THIS AGREEMENT is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the TOWN OF PALM BEACH, a municipal corporation in the State of Florida, (the "TOWN"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to collectively as "the Parties").

**WITNESSETH**

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments 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 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 that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the TOWN is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY and the TOWN entered into Interlocal Agreements on July 19, 1994 (R 94-907D), as subsequently amended, and August 16, 1994 (R 94-1053D), which address temporary and long term solutions associated with Lake Worth Inlet Sand Transfer Plant and these agreements will expire on September 30, 2006 and September 30, 2024, respectively; and

WHEREAS, the COUNTY and the TOWN intend to make the most efficient use of their powers by continuing to cooperate with each other with regard to the sand bypassing at the Lake Worth Inlet (the "PROJECT"); and

WHEREAS, the COUNTY and the TOWN desire to establish their respective roles with respect to the Lake Worth Inlet Sand Transfer Plant, to make the most efficient use of their respective resources; and

WHEREAS, the COUNTY and the TOWN, through this Agreement, wish to enter into a binding Agreement that supersedes and terminates the prior Interlocal Agreements made and entered into on July 19, 1994 (R 94-907D) and August 16, 1994 (R 94-1053D) and all amendments thereto.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

1. The PROJECT

A. PURPOSE: The purpose of this Interlocal Agreement is to provide a mechanism for the TOWN to fund and reimburse the COUNTY for operation, maintenance and any required repairs to the Lake Worth Inlet Sand Transfer Plant, both existing and proposed, and to set forth the terms, conditions and obligations of each of the respective Parties hereto.

B. PROJECT: The PROJECT consists of day to day operation and maintenance of the Lake Worth Inlet Sand Transfer Plant and any required repairs thereto. Repairs and other work shall be scheduled and performed to retain the function of the plant and to satisfy the conditions and standards of any and all required permits.

C. PROJECT COSTS: PROJECT costs eligible for reimbursement include but are not limited to: COUNTY staff time directly related to operation of the sand transfer plant, material expenses associated with maintaining and repairing the sand transfer plant, and costs incurred to retain necessary contractors.

2. Term. The term of this Agreement shall be from October 1, 2006 through September 30, 2016, unless terminated as otherwise provided herein. This Agreement may be extended if agreed to in writing by both Parties.

3. Funding. The Parties agree that the TOWN is solely responsible for all eligible costs and expenses associated with the PROJECT as described below.

A. TOWN Obligations.

(1) Within forty five (45) days of receiving the COUNTY's proposed annual operations and maintenance budget, the TOWN shall approve, reject, or revise the budget.

(2) Each quarter of the year, the TOWN shall remit to the COUNTY an amount equal to one quarter of the mutually agreed upon and approved annual budget for operation and maintenance of the Lake

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**Worth Inlet Sand Transfer Plant.**

- (3) The TOWN shall notify the COUNTY of any plans to restore or renovate the sand transfer plant that may render the existing plant inoperable during any part of any fiscal year.
- (4) The TOWN shall perform all required major repairs and capital improvements to the sand transfer plant and shall be solely responsible for funding such work.
- (5) The TOWN shall provide the COUNTY with copies of all applicable permits. To the greatest extent possible, the above documents shall be in both digital and hardcopy format.
- (6) The TOWN shall advise the COUNTY of how it intends to fulfill any permit conditions associated with the operation of the Sand Transfer Plant.
- (7) Notwithstanding any other provision herein, the TOWN's obligation to pay under this Agreement is contingent upon an appropriation for this purpose by its Town Council within its annual fiscal year budget. The Town, however, agrees to make a good faith effort to allocate sufficient funding.
- (8) The TOWN, shall perform daily sea turtle monitoring from March 1 through September 30 of each year throughout the Sand Transfer Plant (STP) operation areas which are located 200 feet north of the north jetty and 500 feet south of the south jetty to ensure adequate protection, and relocation if necessary, of all sea turtle nests laid in the vicinity of the STP.

**B. COUNTY Obligations.**

- (1) The COUNTY shall operate and maintain the Lake Worth Inlet Sand Transfer Plant as provided herein, and shall complete necessary repairs as agreed to by the Parties.
- (2) If, at any time, the sand transfer plant is rendered inoperable for any reason, the COUNTY shall advise the TOWN, as soon as possible.
- (3) The COUNTY shall provide by April 1<sup>st</sup> of each year an annual operations and maintenance budget for review and approval by the TOWN.

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- (4) The COUNTY shall advise the TOWN no later than August 15<sup>th</sup> if operations and maintenance costs in any particular fiscal year are expected to exceed the amount of that year's annual budget as proposed by the COUNTY and approved by the TOWN. The TOWN shall not be liable for any additional costs unless it specifically approves the same in writing.
- (5) Within 90 days of the end of each fiscal year, the COUNTY shall provide the TOWN with a reconciliation of the actual costs including detailed description of all time and materials as compared to the anticipated costs for operation and maintenance of the Lake Worth Inlet Sand Transfer Plant during the prior fiscal year. Any excess payment on the part of the Town shall be reimbursed to the Town within 30 days of reconciliation.
- (6) The COUNTY shall provide the TOWN's representative as set forth in Paragraph 4 B herein, with quarterly reports of the progress and status of the Lake Worth Inlet Sand Bypassing Plant operations and maintenance and weekly dredge reports that include estimated cubic yards of sand bypassed, number of pump hours, number of man hours spent each week at the plant, and other relevant information identified on the Weekly Dredge Report form.
- (7) The COUNTY shall retain all financial and other documents for auditing purposes, if necessary, in accordance with the Florida Statutes.

4. Party Representatives.

- A. The COUNTY's representative during the term of this Agreement shall be the Director of the Department of Environmental Resources Management, whose telephone number is (561) 233-2400 and the Director of Road and Bridge, whose telephone number is (561) 233-3950.
- B. The TOWN's representative during the term of this Agreement shall be the Town Manager, whose telephone number is (561) 838-5410 and Director of Public Works, whose telephone number is (561) 838-5440.

5. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the respective addresses specified in this paragraph. All notices required by this Agreement shall be considered delivered upon receipt. Should any Party change its address, written notice of such new address shall promptly be sent to the other Parties. All notices required under this

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Agreement shall be forwarded, in writing, to:

Director  
Environmental Resources Management  
2300 N. Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743

Town Manager  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

and

and

Director of Road and Bridge Division  
3700 Belvedere Road, Building C  
West Palm Beach, FL 33406

Director of Public Works  
Town of Palm Beach  
951 Old Okeechobee Road  
West Palm Beach, FL 33401

with a copy to:

with copies to:

County Attorney  
Palm Beach County  
301 N. Olive Ave., 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

Town Attorney  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

and

Coastal Projects Administrator  
Town of Palm Beach  
951 Old Okeechobee Road  
West Palm Beach, FL 33401

6. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.
7. Recording. A copy of this Agreement shall be recorded and filed with the Clerk and Comptroller in and for Palm Beach County.
8. Liability. Neither Party to this Agreement nor its respective officers or employees shall be deemed to assume any liability for the acts, omissions, or negligence of the other Party. Furthermore, nothing herein shall be construed as a waiver of sovereign immunity by either Party, pursuant to Section 768.28, Florida Statutes.
9. Indemnification. Each Party shall be liable for its own actions and negligence, and subject to the limitations of Section 768.28, Florida Statutes, The COUNTY shall indemnify, defend and hold harmless the TOWN against any actions, claims, or damages arising out of the

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COUNTY'S negligence in connection with this Agreement, and the TOWN shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out of the TOWN'S negligence in connection with this Agreement.

10. Insurance.

- A. Each Party warrants and represents that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event a Party maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, Florida Statutes, that Party shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. The Parties agree to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.
- B. The Parties further agree that nothing contained herein shall be construed or interpreted as (1) denying to any Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- C. In the event any Party subcontracts any part or all of the Project work hereunder to a third party, the contracting Party shall require each and every subcontractor to name the other Parties as "additional insured" on all insurance policies as required by the contracting Party. Any contract awarded for work under this Agreement shall include a provision whereby the contracting Party's subcontractor agrees to defend, indemnify, and pay on behalf, save and hold the other Parties harmless from all damages arising in connection with said contract.
- D. When requested, each Party shall provide any other Party with an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which all Parties agree to recognize as acceptable for the above mentioned coverages.
- E. Compliance with the foregoing requirements shall not relieve any Party of its liability and obligations under this Agreement.

11. Equal Opportunity. The COUNTY and the TOWN agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion,

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age, ancestry, marital status, or sexual orientation be excluded from the benefits of this Agreement or be discriminated against under the terms of this Agreement.

12. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
13. Waiver of Breach. It is hereby agreed to by the Parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same of any other covenant.
14. Default, Termination and Opportunity to Cure.
  - A. If a Party fails to fulfill its obligations under this Agreement in a timely and proper manner, a Party not in default shall have the right to terminate this Agreement and/or to bring an action for breach as provided herein by giving written notice of any deficiency and its intent to terminate and/or to bring an action for breach as provided herein. The Party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting Party fails to correct the deficiency within this time and unless otherwise agreed by the Parties, the Party not in default may terminate this Agreement and/or bring an action for breach as provided herein.
  - B. Either Party may terminate this Agreement at any time for convenience upon six months or 180 days prior written notice to the other Party.
  - C. The Town recognizes that the County has to budget staff for the operation and maintenance of the Sand Transfer Plant prior to the beginning of each fiscal year. Therefore, the Town shall notify the County at the latest by April 1, of each and every fiscal year if it does not wish to renew this Agreement for the following fiscal year beginning on September 30 of that calendar year.
15. Dispute Resolution. As a condition precedent to any Party bringing a lawsuit for breach of this Agreement, that Party must first notify the other Party in writing of the nature of the purported breach and must seek in good faith to resolve the through negotiation. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third-party. The

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disputing Parties shall equally share the costs for dispute resolution services. The existence of a dispute shall not excuse the Parties from performance pursuant to this Agreement. All negotiations held pursuant to this provision shall be confidential to the extent permitted by law.

16. Enforcement Costs. Any costs or expenses (including attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective Parties provided, however, that this clause pertains only to the Parties to this Agreement
17. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
18. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the TOWN. No person employed by any Party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other Party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
19. Effect of Prior Agreements. This Agreement supersedes the prior interlocal agreements made and entered into on July 19, 1994 and August 16, 1994 and all amendments thereto.
20. Amendment. None of the provisions, terms, or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto.
21. Entirety of Agreement. The TOWN and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein.


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IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chairperson of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Palm Beach has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first above written.

TOWN OF PALM BEACH, FLORIDA

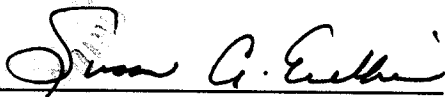
PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS.

By:   
Jack McDonald, Mayor

By: \_\_\_\_\_  
Tony Masilotti, Chairman

ATTEST:

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

By:   
Susan A. Eichhorn, Town Clerk

By \_\_\_\_\_  
Deputy Clerk

DATE: 9-7-06


DATE: \_\_\_\_\_

Seal

Seal

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY


APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

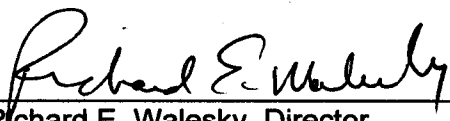
By:   
John Randolph, Town Attorney

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO  
TERMS AND CONDITIONS

APPROVED AS TO  
TERMS AND CONDITIONS

By:   
H. Paul Brazil, P.E.  
Director of Public Works

By:   
Richard E. Walesky, Director  
Dept. of Env. Resources Management

**RESOLUTION NUMBER 46-06**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PALM BEACH AND PALM BEACH COUNTY FOR THE OPERATION AND MAINTENANCE OF THE SAND TRANSFER PLANT AT LAKE WORTH INLET.

\* \* \* \*

WHEREAS, the Town of Palm Beach and Palm Beach County entered into an Interlocal Agreement on July 19, 1994, for the improvement, maintenance and operation of the Sand Transfer Plant at Lake Worth Inlet; and

WHEREAS, the Town of Palm Beach and Palm Beach County extended the term of the 1994 Interlocal Agreement on July 27, 1999, until September 30, 2002; and

WHEREAS, the Town of Palm Beach and Palm Beach County extended the term of Interlocal Agreement a second time on July 9, 2002 until September 30, 2005; and

WHEREAS, the Town of Palm Beach and Palm Beach County extended the term of the 1994 Interlocal Agreement an additional year until September 30, 2006; and

WHEREAS, the Town of Palm Beach and Palm Beach County desire to enter into a new Interlocal Agreement with a term through September 30, 2016.

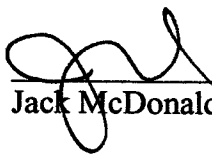
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

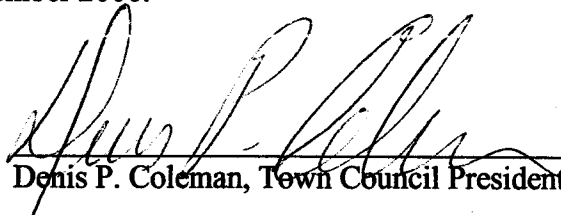
Section 1. The foregoing recitals are hereby ratified and confirmed.


Section 2. The Mayor is hereby authorized and directed to execute this new Interlocal Agreement, a copy of which is attached hereto as Exhibit "A" and by reference is made a part hereof.

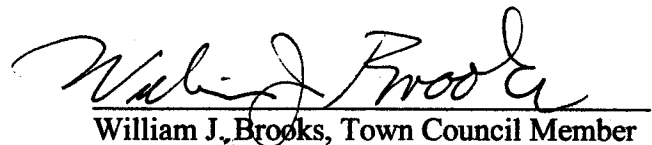
Section 3. The Town Manager or his designee is hereby directed to take all additional actions necessary to effectuate the execution of the new Interlocal Agreement.

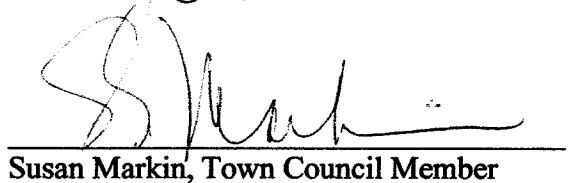
PASSED AND ADOPTED in regular, adjourned session of the Town Council of the Town of Palm Beach assembled this Seventh day of September 2006.

  
\_\_\_\_\_  
Jack McDonald, Mayor

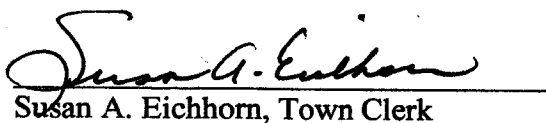
  
\_\_\_\_\_  
Denis P. Coleman, Town Council President

  
\_\_\_\_\_  
Richard M. Kleid, President Pro Tem

  
\_\_\_\_\_  
William J. Brooks, Town Council Member

  
\_\_\_\_\_  
Susan Markin, Town Council Member

ATTEST:

  
\_\_\_\_\_  
Susan A. Eichhorn, Town Clerk

  
\_\_\_\_\_  
Allen S. Wyatt, Town Council Member

NAME: PPRINT(804). Rq:6 0.1

PREPARED BY/RECORD AND RETURN TO  
JOHN C. RANDOLPH, ESQUIRE  
JONES, FOSTER, JOHNSTON & STUBBS, P.A.  
P.O. BOX 3475  
WEST PALM BEACH, FL 33402-3475

MUG-04-1994 12:20 PM 94-266662  
ORB 8374 Pg 670  
RECORDED & INDEXED

WILL CALL #85 ✓

R94-9070

**INTERLOCAL AGREEMENT**

**BETWEEN**

**THE COUNTY OF PALM BEACH**

**AND**

**THE TOWN OF PALM BEACH**

THIS INTERLOCAL AGREEMENT, is made and entered into on the day of JUL 19 1994, 1994, by and between PALM BEACH COUNTY, political subdivision of the State of Florida (the "County"), and the TOWN OF PALM BEACH, municipal corporation in the State of Florida (the "Town"), each one constituting a public agency designated in Part I of Chapter 163, Florida Statutes.

**W I T N E S S E T H:**

WHEREAS, the Town and County are authorized to enter into this Agreement pursuant to § 163.01, Florida Statutes, as amended, which permits 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

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the County is empowered to establish and administer programs of beach erosion control to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entities' authorized functions; and

WHEREAS, it is acknowledged that the efficient transfer of sand from the north side of Lake Worth Inlet to the south side and beyond, in order to maintain a stability of the down drift beaches and their storm protection benefits, is in both parties' best interest; and

WHEREAS, the Town has undertaken a study known as the Lake Worth Inlet Management Plan to seek proposed long term solutions to the problem of sand bypassing at the inlet; and

WHEREAS, it is the desire of the Town, on a temporary basis until a long term solution is found for the problem of sand bypassing at the inlet, to rehabilitate the existing Lake Worth Inlet Sand Bypassing Plant to its previously operating design capability; and

WHEREAS, the County wishes to assist the Town with the development of plans, specifications, cost estimates, construction, maintenance and operation of the existing Lake Worth Inlet Sand Bypassing Plant to its previously operating design capability, with the understanding that the full responsibility for funding of same shall be with the Town of Palm Beach; and

WHEREAS, the Town has initially appropriated \$350,000.00 for the restoration of the Lake Worth Inlet Sand Bypassing Plant; and

WHEREAS, this Agreement shall serve as an interim solution to restore and operate the existing Lake Worth Inlet Sand Bypassing Plant until such time as the recommendations contained in the Lake Worth Inlet Management Plan may be implemented; and

WHEREAS, the parties anticipate that a future sand bypassing plant at Lake Worth Inlet also may be operated and maintained by the County.

NOW, THEREFORE, in consideration of mutual covenants, promises and representations herein, the parties hereto agree as follows:

1. Purpose of Interlocal Agreement. The purpose of this Interlocal Agreement is to provide a mechanism for the Town to provide funding for the County to prepare plans and specifications, and to rehabilitate, maintain and operate the existing Lake Worth Inlet Sand Bypassing Plant, and for the Town to make payment of said funds to the County to accomplish such purpose.

2. The Project. The project will be the rehabilitation of the Lake Worth Inlet Sand Bypassing Plant to its previously operating design capability, and will consist of the preparation of plans and specifications, advertising and receiving bids, construction and rehabilitation of the plant, and the maintenance and operation of same.

3. The Term. The term of this Agreement shall be from the effective date of this Agreement (as set forth in paragraph 13 herein) until September 30, 1999. This Agreement may be extended if agreed to in writing by both parties.

4. Coastal Construction Permitting. The County and the Town believe that construction permits pursuant to Chapter 161, F.S., are not required for the rehabilitation of the Lake Worth Inlet Sand Bypassing Plant to its previously operating design capability. The County and the Town shall cooperate to clarify this issue with the State. This agreement does not address the acquisition of a State permit, in the event that such permit is required.

5. Obligations of the County.

A. Capital Project (Restoration).

(1) The County shall identify and determine the most suitable and cost effective restoration options to restore the Lake Worth Inlet Sand Bypassing Plant, handle all design, the sealed bidding process and provide contract administration, except that the Town desires to handle independently the sealed bidding process for the submerged discharge pipe replacement.

(2) The County shall prepare and provide a budget for the restoration of the Lake Worth Inlet Sand Bypassing Plant in a total amount not to exceed \$ 715,152.

(3) The total amount identified in paragraph 5.A.(2) above is comprised of "County Activities" amounting to \$ 205,152, and "Town Activities" (discharge pipe replacement) amounting to \$ 510,000. To exceed the approved amount for "County Activities", the County must obtain written authorization from the Town prior to initiation of the additional work.

(4) The County shall provide to the Town plans and specifications for submerged discharge pipe replacement sufficient for the Town to coordinate the sealed bidding process for same.

(5) The County shall provide the Town's representative, as set forth in paragraph 8 herein, with a monthly report of the progress and status of the project.

(6) As set forth in paragraph 5.A.(3) above, the County shall advise the Town if project costs for "County Activities" are expected to exceed the amount agreed upon in said paragraph 5.A.(3). The Town shall not be liable for any additional costs unless it specifically approves same in writing prior to the initiation of the additional work.

(7) Upon completion of the restoration project, the County shall remit to the Town the unspent portion of Town funds provided to the County for "County Activities," in accordance with paragraphs 5.A.(3) and 6.A(2) herein.

(8) The County shall retain all financial and other documents for auditing purposes, if necessary, in accordance with Florida Statutes.

B. Operations and Maintenance.

(1) The County shall operate and maintain the restored Lake Worth Inlet Sand Bypassing Plant in its previous operating condition and design capability.

(2) The County shall, within thirty (30) days of the execution of this agreement, provide to the Town the first annual operations and maintenance budget for the restored Lake Worth Inlet Sand Bypassing Plant.

(3) The County shall provide by May 15th of each subsequent year an annual operations and maintenance budget for review and approval by the Town. (The Town shall respond to the County's budget proposal by June 20th of each year.)

(4) The County shall provide the Town's representative, as set forth in paragraph 8 herein, with a quarterly report of the progress and status of Lake Worth Inlet Sand Bypassing Plant operations and maintenance. This report shall include the estimated cubic yards of sand bypassed, a breakdown of actual costs compared to anticipated costs, and other relevant information.

(5) If at any time the restored plant is rendered inoperable for any reason, the County shall advise the Town as soon as possible and shall confirm this notification in writing.

(6) The County shall advise the Town if operations and maintenance costs in any particular year are expected to exceed the amount of that year's annual budget as proposed by the County and approved by the Town. The Town shall not be liable for any additional costs unless it specifically approves same in writing.

(7) Within 120 days of the end of each fiscal year, the County shall provide to the Town a reconciliation of the actual costs as compared to the anticipated costs for operations and maintenance of the Lake Worth Inlet Sand Bypassing Plant during the fiscal year just ended.

6. Obligations of the Town.

A. Capital Project (Restoration).

(1) The Town shall make available to representatives of the County all of its records in connection with the Lake Worth Inlet Sand Bypassing Plant in order to assist the County in preparing plans and specifications for its restoration.

(2) Within thirty (30) days of the execution of this agreement, the Town shall remit to the County the "County Activities" portion of the project budget, as set forth in paragraph 5.A.(3) above.

(3) The Town shall have the right to observe all restoration work being performed and provide input regarding the scope of work and administration of contracts.

(4) The Town shall, utilizing plans and specifications provided by the County in accordance with paragraph 5.A.(3) above, coordinate the sealed bidding process for the submerged discharge pipe replacement.

B. Operations and Maintenance.

(1) Within forty-five (45) days of receiving the County's first year proposed operations and maintenance budget for the restored Lake Worth Inlet Sand Bypassing Plant, the Town shall either approve or respond to same.

(2) By June 20th of each subsequent year, the Town shall either approve or respond to the County's proposed operations and maintenance budget for the restored Lake Worth Inlet Sand Bypassing Plant for the fiscal year which will begin on the next October 1st.

(3) Each month, the Town shall remit to the County an amount equal to 1/12th of the approved annual budget for operations and maintenance of the restored Lake Worth Inlet Sand Bypassing Plant.

7. Termination. The parties may terminate this agreement with or without cause upon one hundred twenty (120) days prior notice in writing. In the event of termination by the Town, the County shall be reimbursed for all expenses incurred by the County up through the date of termination. In the event of termination by the County, the County shall turn over to the Town all documents,

plans, specifications and materials relating to the rehabilitation and operation of the Lake Worth Inlet Sand Bypassing Plant maintained or produced by the County resulting from activities performed by the County pursuant to the terms of this agreement.

8. Party Representatives. For purposes of this Agreement, it is understood that the County representative is the Director of Road & Bridge and the Town representative is the Director of Public Works.

9. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Florida Law, the County shall indemnify, defend and hold harmless the Town against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement. However, nothing in this paragraph shall be interpreted as a waiver of the Town's or the County's sovereign immunity. Each party shall ensure that the other party is named as additionally insured on all insurance policies which may be required under this agreement.

10. Time is of the Essence. The Town and the County agree to move forward as quickly as possible in carrying out the obligations set forth in this Agreement.

11. Notice. All notices required under this Agreement shall be forwarded, in writing, to:

County Administrator  
Board of County Commissioners  
of Palm Beach County  
Governmental Complex  
301 N. Olive Avenue  
West Palm Beach, FL 33401

Town Manager  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

and

and

Director  
Palm Beach County Department of  
Environmental Resources Management  
3111 S. Dixie Highway, Suite 146  
West Palm Beach, FL 33405

Director of Public Works  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

with a copy to:

with a copy to:

County Attorney  
Palm Beach County  
P.O. Box 1989  
West Palm Beach, FL 33401-1989

Town Attorney  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

12. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

13. Legal Effect. This Agreement shall not become binding and effective until approved by the respective governing bodies of the parties hereto, and filed with the Clerk of the Circuit court of the 15th Judicial Circuit, in and for Palm Beach County, Florida, pursuant to Section 163.01(11), Florida Statutes.

14. Entirety of Agreement. The County and Town agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

15. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and court costs including, without limitation, all such fees, costs and expenses incident to appeals, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

16. Equal Opportunity. The County and the Town agree that no person shall, on the basis of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by, the performance of this Agreement.

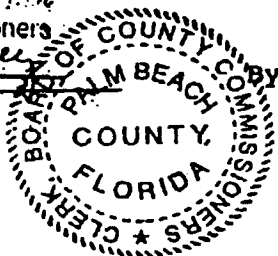
ORB 8374 Pg 677  
DOROTHY H WILKEN  
CLERK OF THE COURT - PB COUNTY, FL

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Palm Beach has caused this Agreement to be signed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

DOROTHY H. WILKEN, Clerk  
Board of County Commissioners  
By: Sharon Kelley  
Deputy Clerk  
(SEAL)



By: Mary McCain  
Chair

R94-907-0  
JUL 19 1994

ATTEST:

TOWN OF PALM BEACH, A MUNICIPAL  
CORPORATION UNDER THE LAWS OF  
THE STATE OF FLORIDA

By: Chris J. Petrus  
Town Clerk



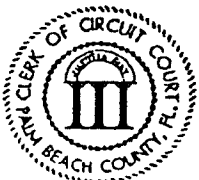
By: Volney Davis  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]  
Town Attorney

[Signature]  
County Attorney

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I certify this document to be a true copy of the record in my office  
this ELEVENTH day of AUGUST, 1994

DOROTHY H. WILKEN, Clerk of Court, Palm Beach County, FL  
By: Dorothy Wilken Deputy Clerk

R2005 1894

THIRD AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND THE  
TOWN OF PALM BEACH

THIS AMENDMENT is made as of the \_\_\_\_\_ day of SEP 27 2005, 2005, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and the TOWN OF PALM BEACH, a municipal corporation in the State of Florida (the "Town"), each one constituting a public agency as designated in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, on July 19, 1994, the County and the Town entered into an Interlocal Agreement pursuant to § 163.01, Florida Statutes, recorded at ORB 8374, Page 670, concerning the rehabilitation, maintenance and operation of the Lake Worth Inlet Sand Bypassing Plant; and

WHEREAS, Section Three of this Interlocal Agreement limits the term of the Agreement to September 30, 1999, but allows for its extension if agreed to in writing by both parties; and

WHEREAS, on July 27, 1999 the Interlocal Agreement was extended to September 30, 2002 and again on July 9, 2002 the Interlocal Agreement was extended to September 30, 2005 and the Town and the County again desire to extend the term of the Agreement for a third time until September 30, 2006; and

WHEREAS, the County and the Town find and declare that it is in the public's best interest to amend this Interlocal Agreement for a third time as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties do agree to amend that certain Interlocal Agreement between the County of Palm Beach and the Town of Palm Beach, dated July 19, 1994, as follows:

1. Section Three of the Interlocal Agreement is amended as follows;

The Term. The term of this Agreement shall be from the effective date of this Agreement (as set forth in paragraph 13) until September 30, 2006. This Agreement may be extended if agreed to in writing by both parties.

2. The Third Amendment to the Interlocal Agreement between the County of Palm Beach and the Town of Palm Beach shall not become binding and effective until approved by the respective governing bodies hereto, and filed with the Clerk of the Circuit Court of the 15<sup>th</sup> Judicial Circuit, in and for Palm Beach County, Florida, pursuant to Chapter 163, Florida Statutes. 24

3. Except as amended herein, all other terms and conditions of the Interlocal Agreement remain in full force and effect.

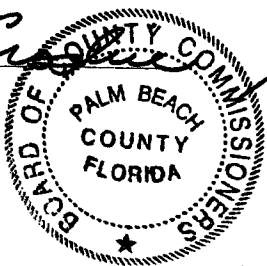
IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Palm Beach has caused this Agreement to be signed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first written above.

ATTEST:  
SHARON R. BOCK  
Clerk and Comptroller

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

By: Judith Cristofari  
Deputy Clerk

By: Tony Masilotti  
Tony Masilotti, Chairman  
Board of County Commissioners



R2005 1894 SEP 27 2005

ATTEST:

TOWN OF PALM BEACH, A MUNICIPAL  
CORPORATION UNDER THE LAWS OF  
THE STATE OF FLORIDA

By: Susan A. Euller  
Town Clerk

By: [Signature]  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

[Signature]  
Town Attorney Date

[Signature] 9/17/05  
County Attorney Date

RECOMMEND APPROVAL:

APPROVED AS TO TERMS AND  
CONDITIONS

[Signature] 8/15/05  
Town Director of Public Works

[Signature]  
Director, Env. Resources Management



PALM BEACH COUNTY, STATE OF FLORIDA  
I hereby certify that the foregoing  
is a true copy of the record in my office.

This 4 Day of NOV. 2005  
SHARON R. BOCK, CLERK  
Clerk Circuit Court  
By: [Signature]  
DEPUTY CLERK

R2002 1096

SECOND AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND THE  
TOWN OF PALM BEACH

THIS AMENDMENT is made as of the \_\_\_\_\_ day of JUL 09 2002, 2002, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and the TOWN OF PALM BEACH, a municipal corporation in the State of Florida (the "Town"), each one constituting a public agency as designated in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, on July 19, 1994, the County and the Town entered into an Interlocal Agreement pursuant to § 163.01, Florida Statutes, recorded at ORB 8374, Page 670, concerning the rehabilitation and operation of the Lake Worth Inlet Sand Bypassing Plant; and

WHEREAS, Section Three of this Interlocal Agreement limits the term of the Agreement to September 30, 1999, but allows for its extension if agreed to in writing by both parties; and

WHEREAS, on July 27, 1999 the Interlocal Agreement was extended to September 30, 2002 and the Town and the County again desire to extend the term of the Agreement for a second time until September 30, 2005; and

WHEREAS, the County and the Town find and declare that it is in the public's best interest to amend this Interlocal Agreement for a second time as set forth herein.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties do agree to amend that certain Interlocal Agreement between the County of Palm Beach and the Town of Palm Beach, dated July 19, 1994, as follows:

1. Section Three of the Interlocal Agreement is amended as follows;

The Term. The term of this Agreement shall be from the effective date of this Agreement (as set forth in paragraph 13) until September 30, 2005. This Agreement may be extended if agreed to in writing by both parties.

2. The Second Amendment to the Interlocal Agreement between the County of Palm Beach and the Town of Palm Beach shall not become binding and effective until approved by the respective governing bodies hereto, and filed with the Clerk of the Circuit Court of the 15<sup>th</sup> Judicial Circuit, in and for Palm Beach County, Florida, pursuant to Chapter 163, Florida Statutes.

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3. Except as amended herein, all other terms and conditions of the Interlocal Agreement remain in full force and effect.

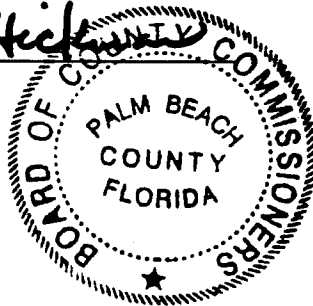
IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Palm Beach has caused this Agreement to be signed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first written above.

R2002 1096

ATTEST:  
DOROTHY H. WILKIN  
Clerk of the Circuit Court

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

By: Linda C. Hickman  
Deputy Clerk



By: Warren H. Newell JUL 09 2002  
Warren H. Newell, Chairman,  
Board of County Commissioners

ATTEST:

TOWN OF PALM BEACH, A  
MUNICIPAL CORPORATION UNDER  
THE LAWS OF THE STATE OF  
FLORIDA

By: Mary A. Pallett  
Town Clerk

By: Ishly S. Swite  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

[Signature] 5/6/02  
Town Attorney Date

Nancy J. Dolan 6/19/02  
County Attorney Date

Recommend Approval:

APPROVED AS TO TERMS AND  
CONDITIONS

Albert J. Kasig 5/10/02  
Town Director of Public Works

[Signature] 27  
Deputy Director, Env. Resources Management

FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
THE COUNTY OF PALM BEACH  
AND  
THE TOWN OF PALM BEACH

R99 1357D

THIS AGREEMENT is made as of the \_\_\_\_\_ day of JUL 27 1999, 1999, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and the TOWN OF PALM BEACH, a municipal corporation in the State of Florida (the "Town"), each one constituting a public agency designated in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, on July 19, 1994, the County and the Town entered into an Interlocal Agreement pursuant to § 163.01, Florida Statutes, recorded at ORB 8374, Page 670, concerning the rehabilitation and operation of the Lake Worth Inlet Sand Bypassing Plant; and

WHEREAS, Section Three of this Interlocal Agreement limits the term of the Agreement to September 30, 1999, but allows for its extension if agreed to in writing by both parties; and

WHEREAS, the Town and the County desire to extend the term of this Interlocal Agreement to September 30, 2002; and

WHEREAS, the County and the Town find and declare that it is in the public's best interest to amend this Interlocal Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties do agree to amend that certain Interlocal Agreement between the County of Palm Beach and the Town of Palm Beach, dated July 19, 1994, as follows:

1. Section Three of the Interlocal Agreement is amended as follows:

The Term. The term of this Agreement shall be from the effective date of this Agreement (as set forth in paragraph 13) until September 30, ~~1999~~ 2002. This Agreement may be extended if agreed to in writing by both parties.

2. This First Amendment to the Interlocal Agreement between the County of Palm Beach and the Town of Palm Beach shall not become binding and effective until approved by the respective governing bodies hereto, and filed with the Clerk of the Circuit Court of the 15<sup>th</sup> Judicial Circuit, in and for Palm Beach County, Florida, pursuant to Chapter 163, Florida Statutes.

R99 1357D

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3. Except as amended herein, all other terms and conditions of the Interlocal Agreement remain in full force and effect.

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Palm Beach has caused this Agreement to be signed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first written above.

ATTEST:

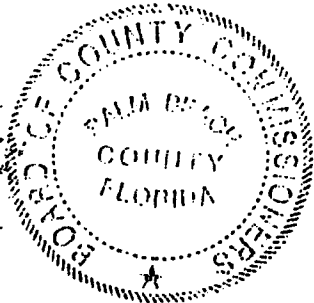
DOROTHY H. WILKEN, CLERK  
Board of County Commissioners

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: Carl Zeitzinger  
Deputy Clerk

By: Maudie Ford Lee  
Chair

R99 1357D JUL 27 1999



ATTEST:

By: Mary A. Pollett  
Town Clerk

TOWN OF PALM BEACH, A  
MUNICIPAL CORPORATION UNDER  
THE LAWS OF THE STATE OF  
FLORIDA

By: Kevin Griffin  
Mayor

Approved as to form and legal sufficiency:

[Signature]  
Town Attorney

[Signature]  
County Attorney

Recommend Approval:

[Signature]  
Director of Public Works

R99 1357D <sup>29</sup>

R94 1053D

INTERLOCAL AGREEMENT

BETWEEN

THE COUNTY OF PALM BEACH

AND

THE TOWN OF PALM BEACH

THIS INTERLOCAL AGREEMENT, is made and entered into on the day of AUG 16 1994, 1994, by and between PALM BEACH COUNTY, political subdivision of the State of Florida (the "County"), and the TOWN OF PALM BEACH, municipal corporation in the State of Florida (the "Town"), each one constituting a public agency designated in Part I of Chapter 163, Florida Statutes.

W I T N E S S E T H:

WHEREAS, the Town and County are authorized to enter into this Agreement pursuant to § 163.01, Florida Statutes, as amended, which permits 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

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the County is empowered to establish and administer programs of beach erosion control to enter into agreements with other governmental agencies within or outside the boundaries of the County for joint performance, or performance of one unit on behalf of the other, of any of either governmental entities' authorized functions; and

WHEREAS, it is acknowledged that the efficient transfer of sand from the north side of Lake Worth Inlet to the south side and beyond, in order to maintain a stability of the down drift beaches and their storm protection benefits, is in both parties' best interest; and

WHEREAS, the County and the Town have entered into an Interlocal Agreement providing for the rehabilitation of the existing Lake Worth Inlet Sand Bypassing Plant so as to address on a temporary basis the problem of sand bypassing at the inlet until a long term solution is found; and

WHEREAS, it is the intent of the parties to cooperate together in a long term solution to the problem of sand bypassing at the Lake Worth Inlet; and

WHEREAS, both parties agree that it is necessary and appropriate for the Port of Palm Beach District to recognize that it is a direct beneficiary of efficient sand bypassing at the Lake Worth Inlet and, therefore, for the Port of Palm Beach District to join the Town and the County by expressing its intent to be a local co-sponsor of a long term sand bypassing project at the Inlet; and

WHEREAS, the Town has undertaken a study known as the Lake Worth Inlet Management Plan to seek proposed long term solutions to the problem of erosion caused the inlet; and

WHEREAS, the United States Army Corps of Engineers has undertaken a study known as the Coast of Florida Study which will include proposed long term solutions to the problem of erosion caused by the Lake Worth Inlet; and

WHEREAS, it is the purpose and intent of this agreement to address the responsibilities of the parties as they relate to a long term solution relating to sand bypassing at the Lake Worth Inlet and the utilization of the solutions recommended by the Lake Worth Inlet Management Plan.

NOW, THEREFORE, in consideration of mutual covenants, promises and representations herein, the parties hereto agree as follows:

1. Purpose of Interlocal Agreement. The purpose of this Interlocal Agreement is to express the desire and intention of the Town and the County to (1) share equally in the local cost of a sand bypassing system to address the erosion problems caused by the Lake Worth Inlet, and (2) work together to ensure that the Port of Palm Beach District becomes a local co-sponsor of said sand bypassing system.

2. The Project(s). The project(s) shall be the technically advanced solution(s) which the parties agree are appropriate to address the erosion problems caused by the Lake Worth Inlet, based upon descriptions, analysis, and recommendations contained in the Lake Worth Inlet Management Plan and the Coast of Florida Study. As set forth in paragraph 4 below, the parties' shared local sponsorship of the project(s) shall be contingent upon each party's approval of the specific project(s) to be implemented.

3. The Term. The term of this agreement shall be from the effective date of this agreement until September 30, 2024. This agreement may be extended if agreed to in writing by both parties.

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4. Parties to Share Equally in Funding. The Town and the County agree to share equally in the funding of the local sponsorship costs, if any, of the implementation of an approved project or projects identified in the Lake Worth Inlet Management Plan and/or the Coast of Florida Study. The project(s) shall be deemed approved only if mutually agreed to between the Town and the County. The parties shall attempt to ensure the assistance of the Port of Palm Beach District in the financing of the approved project(s), so that the contributions of each of the parties would be 33%-33%-33%. However, in the event that the parties are not successful in obtaining the participation of the Port of Palm Beach District in this matter, each party would share the local cost on a 50%-50% basis.

5. Funding Dependent Upon Appropriation. Each of the parties acknowledge that the ability of either party to satisfy the requirements of paragraph 4 above is dependent upon the availability of sufficient funding for this purpose via appropriation by the respective governing bodies. Each of the parties, however, agree to make a good faith effort to allocate sufficient funding for the project(s).

6. Obligations of the Parties. The obligations of the parties shall be more specifically addressed in an amendment to this agreement after the project(s) recommended in the Lake Worth Inlet Management Plan and/or the Coast of Florida Study have been approved as set forth in paragraph 4 above. Each of the parties agrees in good faith to negotiate the terms of such an amendment to this agreement.

7. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Florida Law, the County shall indemnify, defend and hold harmless the Town against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Town shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement. However, nothing in this paragraph shall be interpreted as a waiver of the Town's or the County's sovereign immunity. Each party shall ensure that the other party is named as additionally insured on all insurance policies which may be required under this agreement.

8. Notice. All notices required under this Agreement shall be forwarded, in writing, to:

County Administrator  
Board of County Commissioners  
of Palm Beach County  
Governmental Complex  
301 N. Olive Avenue  
West Palm Beach, FL 33401

Town Manager  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

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and

Director  
Palm Beach County Department of  
Environmental Resources Management  
3111 S. Dixie Highway, Suite 146  
West Palm Beach, FL 33405

with a copy to:

County Attorney  
Palm Beach County  
P.O. Box 1989  
West Palm Beach, FL 33401-1989

and

Director of Public Works  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

with a copy to:

Town Attorney  
Town of Palm Beach  
P.O. Box 2029  
Palm Beach, FL 33480

9. Waiver of Breach. It is hereby agreed to by the parties that no waiver of breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

10. Legal Effect. This Agreement shall not become binding and effective until approved by the respective governing bodies of the parties hereto, and filed with the Clerk of the Circuit court of the 15th Judicial Circuit, in and for Palm Beach County, Florida, pursuant to Section 163.01(11), Florida Statutes.

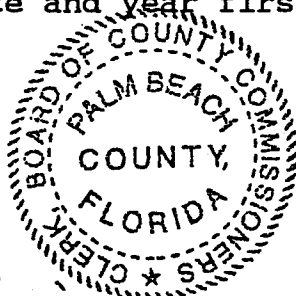
11. Entirety of Agreement. The County and Town agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by both of the parties hereto.

12. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and court costs including, without limitation, all such fees, costs and expenses incident to appeals, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

13. Equal Opportunity. The County and the Town agree that no person shall, on the basis of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by, the performance of this Agreement.

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IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chair of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the Town of Palm Beach has caused this Agreement to be signed in its corporate name by its Mayor and its corporate seal to be affixed hereto, attested by its Town Clerk, the date and year first above written.



ATTEST:

PALM BEACH COUNTY, FLORIDA,  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: Vivian P. Lewis  
Deputy Clerk  
(SEAL)

By: Mary McCarty  
Chair Mary McCarty  
AUG 16 1954

R94 1053D

ATTEST:

TOWN OF PALM BEACH, A MUNICIPAL  
CORPORATION UNDER THE LAWS OF  
THE STATE OF FLORIDA

By: Grace J. Peters  
Town Clerk

By: Paul G...  
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

[Signature]  
Town Attorney

[Signature]  
County Attorney