

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	<u>\$263,637</u>	<u>\$278,818</u>	<u>\$290,660</u>	<u>\$305,192</u>	<u>\$320,452</u>
External Revenues	<u>(\$263,637)</u>	<u>(\$278,818)</u>	<u>(\$290,660)</u>	<u>(\$305,192)</u>	<u>(\$320,452)</u>
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>	<u>\$ -0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Budget Account No.: Fund 0001 Department 360 Unit 2250 Object various
 Fund 0001 Department 360 Unit 2250 Rev. 6994

B. Recommended Sources of Funds/Summary of Fiscal Impact

General Fund, North Lake Worth Pumping Station. Expenses are reimbursed by the Town of Palm Beach.

C. Department Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

John D. ... 9-18-06
 OFMB
John J. ... 9/20/06
 Contract Administrator

B. Legal Sufficiency:

Manuel ...
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

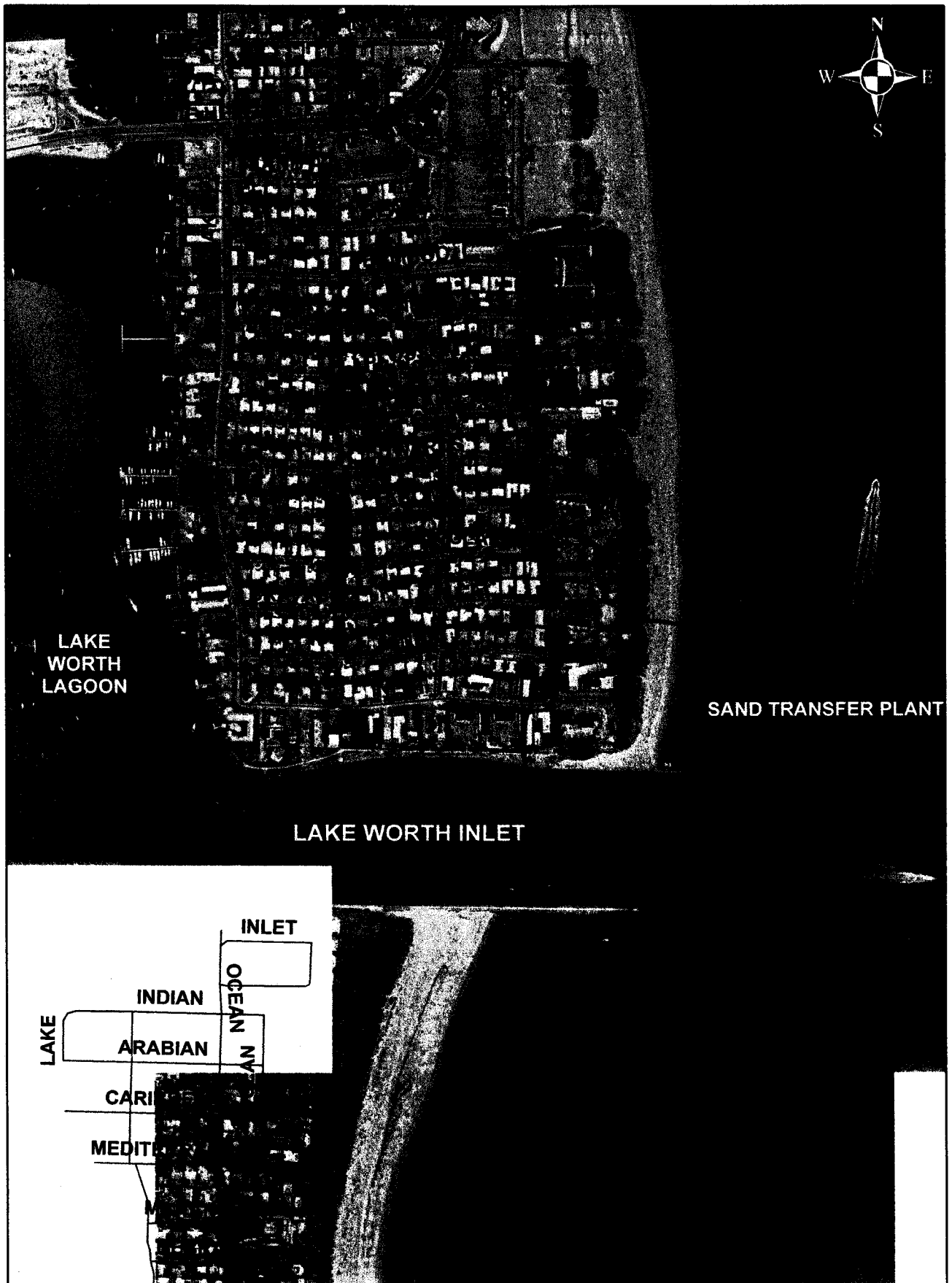
Department Director

(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



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 1st 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 15th 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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