

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 9, 2007 (X) Consent () Regular
() Workshop () Public Hearing

Department

Submitted By: Environmental Resources Management
Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement with the City of Boynton Beach (City) for a three-year term for the City's reimbursement of all costs associated with the maintenance dredging of sand from the Boynton Beach Boat Club Navigation Access Channel and installation of two (2) channel markers.

Summary: By entering into this Interlocal Agreement, the County agrees to combine construction, management and post-construction monitoring efforts for the City at the same time as the County performs the next maintenance dredging activities related to the County's South Lake Worth Inlet Interior Sand Trap Maintenance Dredging Project. A Budget Amendment will be submitted when the construction contract is executed and the City's share has been determined. District 4 (SF)

Background and Justification: On November 21, 2001, the County entered into an Interlocal Agreement (R2001-2042), which provided for reimbursement by the City to the County for costs associated with the 2001/2002 maintenance dredging of sand from the Boynton Beach Boat Club Navigation Channel and the installation of buoy channel markers. The new Interlocal Agreement is for the next maintenance dredging. The Interlocal Agreement expires January 8, 2010.

Attachments:

1. Location Map
2. Interlocal Agreement

Recommended by:

Richard E. Uhlir 12/6/06
Department Director Date

Approved by:

Ch. Miller 12/26/06
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
 NET FISCAL IMPACT	_____	_____	_____	_____	_____
 # ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____ Object _____

Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

A Budget Amendment will be submitted when the construction contract is executed and the City's share has been determined.

C. Department Fiscal Review:

III. REVIEW COMMENTS

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

[Signature] 12-14-06
OFMB 12/12/06 CN 12/11/06

[Signature] 12/19/06
Contract Development and Control

B. Legal Sufficiency:

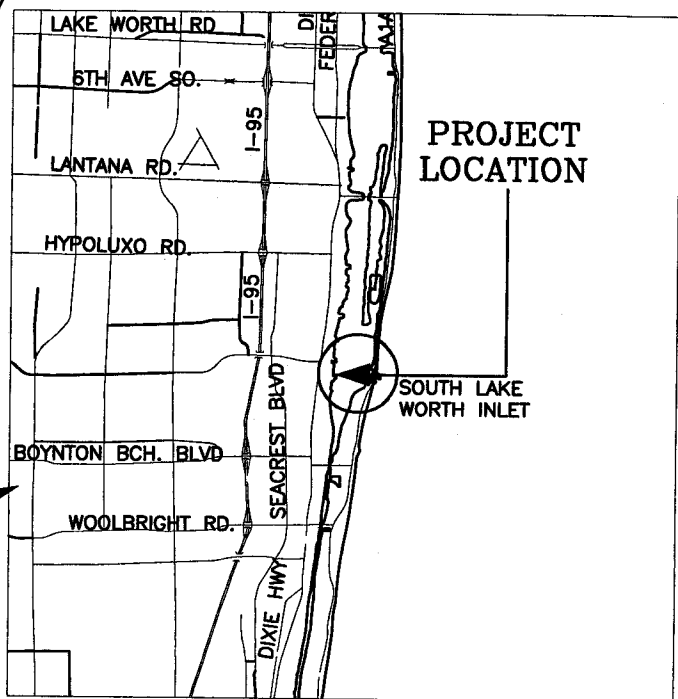
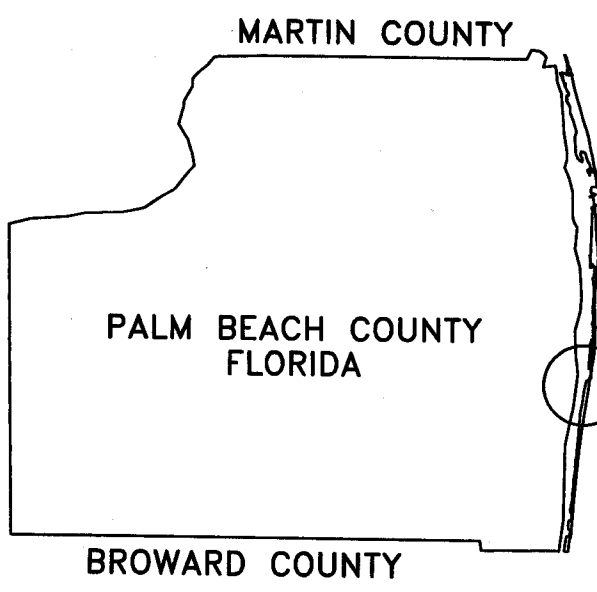
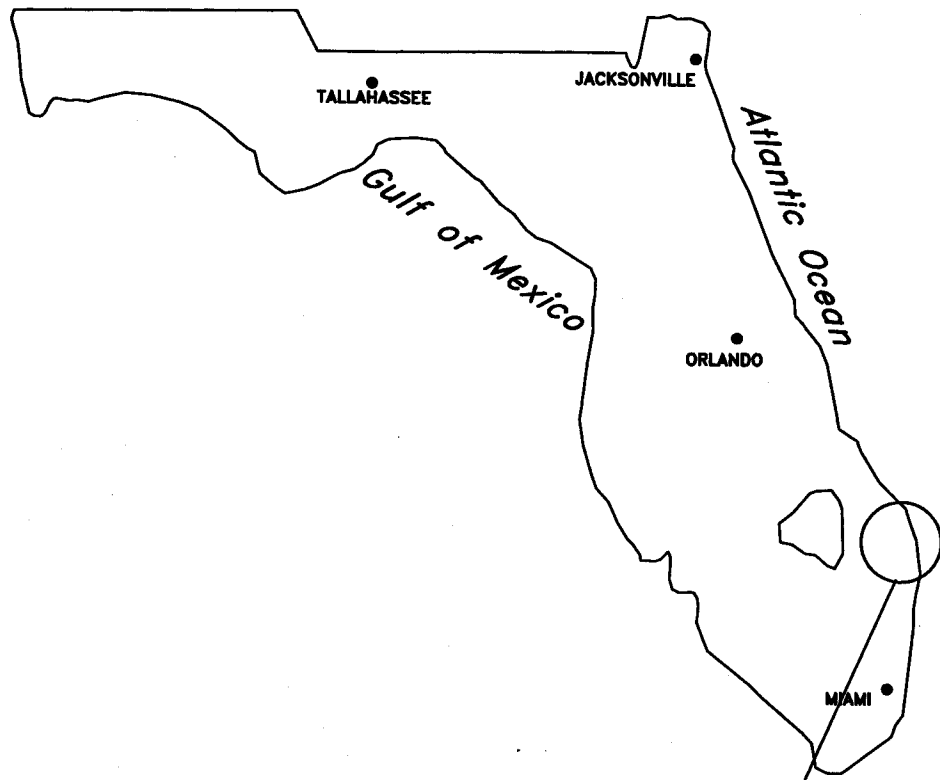
[Signature]
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

CITY OF BOYNTON BEACH
BOAT CLUB CHANNEL
LOCATION MAP



R06-199

**INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY
AND THE
CITY OF BOYNTON BEACH**

THIS INTERLOCAL AGREEMENT, which is made and entered into on the _____ day of _____, 2006, by and between PALM BEACH COUNTY, ("COUNTY") a political subdivision of the State of Florida, and the CITY OF BOYNTON BEACH, a municipal corporation in the State of Florida, ("CITY") each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes and both being hereinafter referred to collectively as the "parties."

WITNESSETH:

WHEREAS, Chapter 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 Section 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 entities 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 CITY is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY is planning to perform maintenance dredging of the Ocean Inlet Park Sand Trap area; and

WHEREAS, the CITY wishes to have maintenance dredging performed within the Boynton Beach Boat Club Park Navigation Access Channel ("Access Channel"), which is located in the vicinity of the COUNTY's project; and

WHEREAS, the CITY has expressed an interest in utilizing COUNTY staff to pursue management as well as the COUNTY's construction contract for performing

maintenance dredging, and the COUNTY is agreeable to include the CITY's project as part of its management process as well as the construction effort; and

WHEREAS, on November 20, 2001, the COUNTY and the CITY entered into an interlocal agreement to dredge the Access, and that agreement expired on November 19, 2004.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations herein contained, and for other good and valuable consideration, the receipt and sufficiency of which the parties expressly acknowledge, the parties hereto agree as follows:

1. Purpose of the Agreement. The purpose of this interlocal agreement is to set forth the terms, conditions, and obligations of each of the respective parties hereto for work performed by COUNTY staff and the COUNTY's construction contract for certain maintenance dredging activities associated with the Boynton Beach Boat Club Park Navigation Access Channel as more particularly depicted in Attachment "A" and defined in paragraph 2 below. This is not a long-term maintenance dredging agreement for the Boynton Beach Boat Club Park Navigation Access Channel, but rather an agreement for combining construction and management efforts for the CITY's maintenance dredging event in the channel with the COUNTY's performance maintenance dredging at its facilities.
2. The Project. The Project shall be performed as part of the COUNTY's maintenance dredging of the South Lake Worth Inlet Interior Sand Trap and includes, on behalf of the CITY, installing two (2) channel markers, maintenance dredging of approximately 1,645 cubic yards of sand from the Boynton Beach Boat Club Park Navigation Access Channel, and placement of dredged material on the beach as shown on a pre-construction and monitoring survey, attached as Attachment "B" and incorporated herein by reference. The Project also includes any post-construction monitoring required by permit(s).
3. The Term. The term of this Agreement shall be from the date first written above and shall expire in three (3) years, unless terminated as otherwise provided herein. This Agreement may be extended if agreed to in writing by both parties.
4. Obligations of the COUNTY.
 - a. The COUNTY shall include the Project as part of its construction and management efforts along with the COUNTY's maintenance dredging of the COUNTY's facilities.
 - b. The COUNTY shall utilize the construction contract awarded by the COUNTY for maintenance dredging of Boynton Beach Boat Club Navigation Access Channel.

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- c. The COUNTY shall pay its contractor directly for performance of the Project and the CITY shall reimburse the COUNTY as more fully set forth herein. The COUNTY shall submit invoice(s) to the CITY that include a reference to this Agreement, identification of the Project, the total expenditure, and the amount due and payable by the CITY to the COUNTY. The invoice(s) shall be itemized in sufficient detail for audit and shall be supported by copies of the corresponding contractor's invoices.
 - d. The COUNTY agrees to perform administrative and technical services in conjunction with the Project.
 - e. The COUNTY agrees to provide to the CITY within sixty (60) days of project completion, all contractor deliverables, including surveys as they pertain to the CITY's proportion of all of the tasks completed in association with the work.
 - f. The COUNTY shall submit all invoices for final payment under the terms of this Agreement no later than ninety (90) days after completion of the post-construction monitoring.
 - g. The COUNTY agrees to maintain adequate records to justify all charges, expenses, and costs incurred in performing the Project for three (3) years after completion. The CITY shall have access to all books, records, and documents as required for the purposes of inspection or audit during normal business hours.
5. Obligations of the CITY.
- a. The CITY is solely responsible for obtaining required permit(s) for the Project.
 - b. The CITY agrees to pay the COUNTY the costs associated with dredging of the Navigation Access Channel and installing two (2) channel markers and an amount equal to the CITY's proportional share of mobilization/demobilization, maintenance of traffic, construction-related surveys, construction management, and post-construction monitoring expenses. The CITY's proportional share of such expenses shall be calculated by determining the ratio of the CITY's percentage of cubic yards of sand dredged in relation to the total amount of cubic yards of sand dredged by the COUNTY's contractor.
 - c. Invoices received from the COUNTY shall be reviewed and approved by the CITY's contract monitor or his/her designee, indicating that the expenditures have been made in conformity with the requirements of this Agreement. CITY agrees to pay the COUNTY's invoices within thirty (30) days following receipt.
6. Funding. The COUNTY's performance and obligation under this Agreement is contingent upon annual appropriation for its purpose by the Board of County Commissioners.

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7. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the CITY. 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.
8. Party Representatives. The COUNTY's representative during the term of this Agreement shall be Richard E. Walesky, whose telephone is (561) 233-2400. The CITY's representative during the term of this Agreement shall be Jody Rivers whose telephone number is (561) 742-6226.
9. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered, faxed, 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 party. All required notices under this Agreement shall be forwarded, in writing, to:

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

City Manager
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

and

with a copy to:

Palm Beach County Department of
Environmental Resources Management
2300 N. Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

City Attorney
City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435

with a copy to:

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

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

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12. Equal Opportunity. The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, age, 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 the Agreement.
 13. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and at the same shall remain in full force and effect.
 14. 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.
 15. Default, Termination, Opportunity to Cure. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice as an opportunity to cure the deficiency before exercising any of its rights. Either party may terminate this Agreement without cause by giving sixty (60) days prior written notice. If the Agreement is terminated before the Project is complete, the CITY shall pay all costs incurred and due under the terms of this Agreement up to and including the date of termination.
 16. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the 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. Amendment. 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.

19. Entirety of Agreement. The COUNTY and the CITY concur that this Agreement, together with any exhibits attached hereto, sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

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 City of Boynton 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 City Clerk, the date and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

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


By: _____
Deputy Clerk

(SEAL)

By: _____
Addie L. Greene, Chairperson

ATTEST:

CITY OF BOYNTON BEACH

By: M. Prainito
Clerk

(SEAL)

By: Jerry Taylor
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

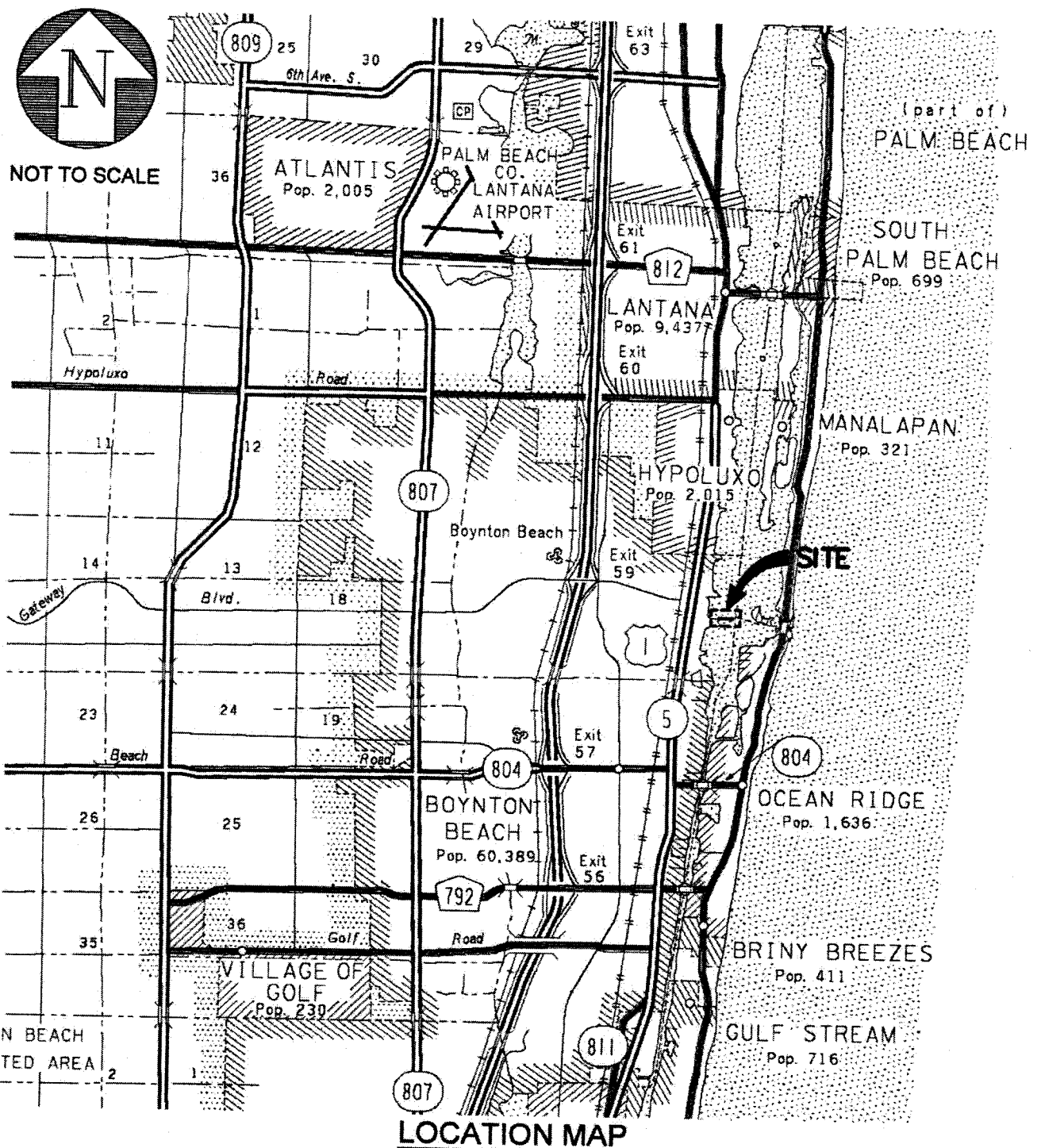
By: _____
Assistant County Attorney

By: J. Alexander
Asst. City Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: Richard E. Walesky
Richard E. Walesky, Director
Environmental Resources Management

Attachment A



J:\Land Projects R2\03018.07\dwg\03018.07.dwg 11/7/2006 9:34:10 AM EST

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BOAT CLUB PARK NAVIGATION ACCESS CHANNEL

DATE: 11/6/2006

PROJECT ENGINEER: KDG

CHECKED BY: MRH

CHECKED BY:

SFRN Inc.

Engineers Surveyors GIS Mappers

1201 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33405
PH (561) 935-1151 • FAX (561) 933-8300 • WWW.SFRN.COM

SCALE: N.T.S.

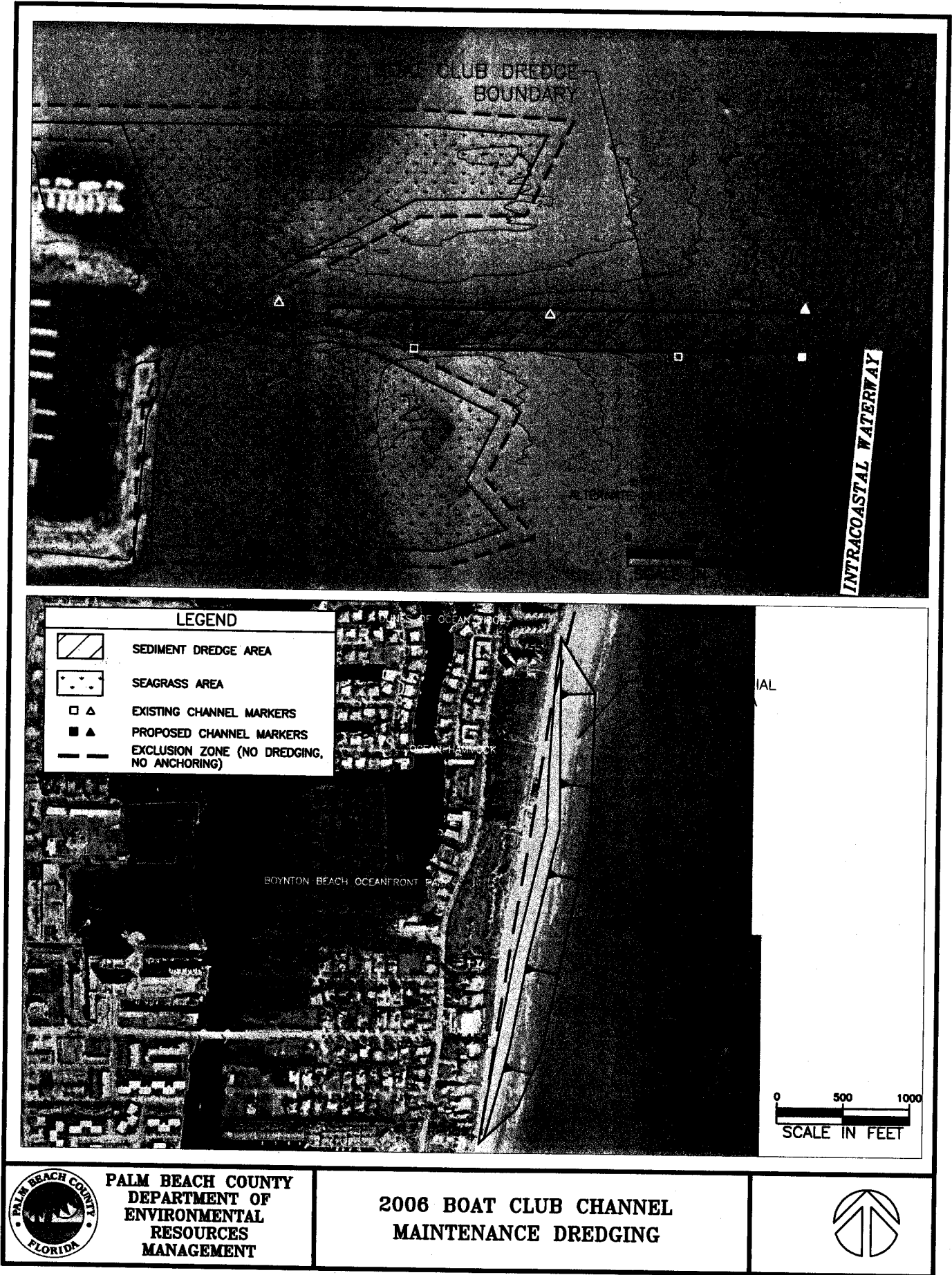
DRAWN BY: KDG

SHEET:

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JOB No.

03018.07



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RESOLUTION R06- 199

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF BOYNTON BEACH FOR THE MAINTENANCE DREDGING OF BOAT CLUB PARK NAVIGATION CHANNEL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the channel at Boat Club Park that leads to the Intracoastal Waterway and the Boynton Inlet collects sand and other debris which, over time, can create a navigation hazard; and

WHEREAS, the channel was dredged approximately five (5) years ago through a joint project with Palm Beach County which resulted in a cost savings to both parties because the contractor is able to dredge two areas that are close together without having to mobilize for both areas; and

WHEREAS, the City Commission of the City of Boynton Beach upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to authorize execution of the Interlocal Agreement with Palm Beach County for maintenance dredging of the channel at Boat Club Park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach hereby authorizes the Mayor and City Clerk to execute an Interlocal Agreement between the City of Boynton Beach and Palm Beach County for channel dredging at Boat Club Park, a copy of said Agreement is attached hereto and made a part here as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 21 day of November, 2006.

CITY OF BOYNTON BEACH, FLORIDA

Lenny Taylor
Mayor

Vice Mayor

~~Commissioner~~

Commissioner

Commissioner

ATTEST:

Janet M. Prainito
City Clerk

