



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

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

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X

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 FIND share has been determined.

**C. Department Fiscal Review:**

*[Handwritten signature]*

**III. REVIEW COMMENTS**

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

According to the agreement, the project will be fully funded by FIND (currently estimated at \$990,000).

*[Handwritten signature]* 11-1-07  
 OFMB  
 atty 11/1/07

*[Handwritten signature]* 11/5/07  
 Contract Development and Control  
 11/5/07

**B. Legal Sufficiency:**

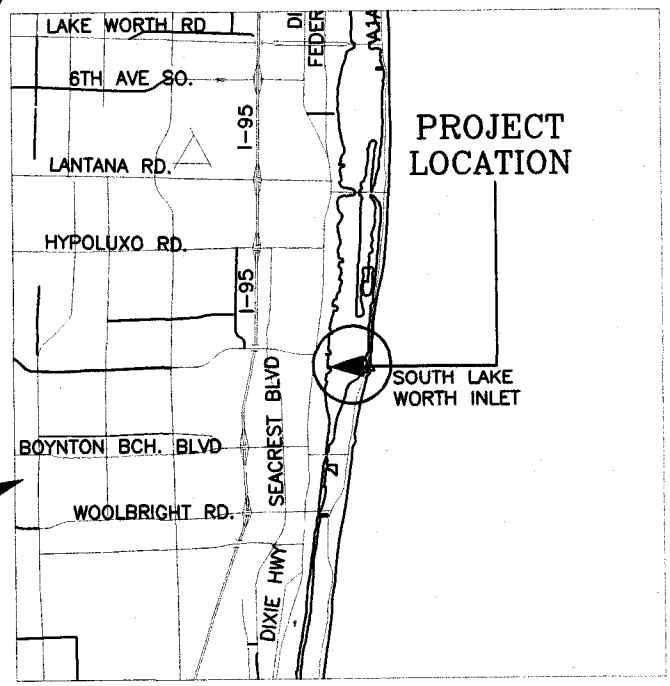
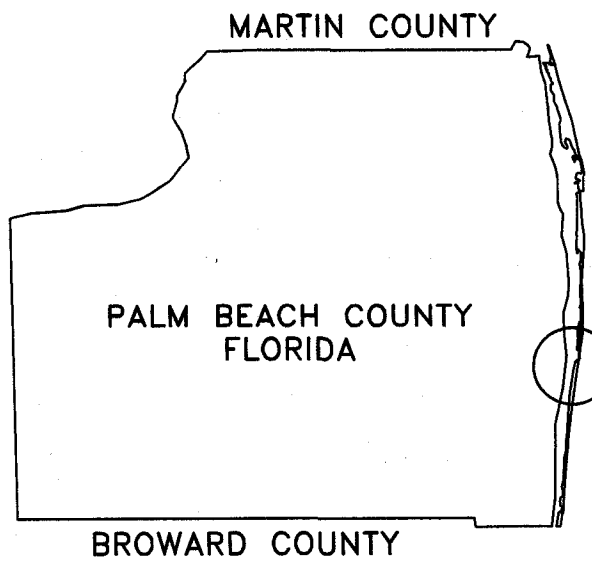
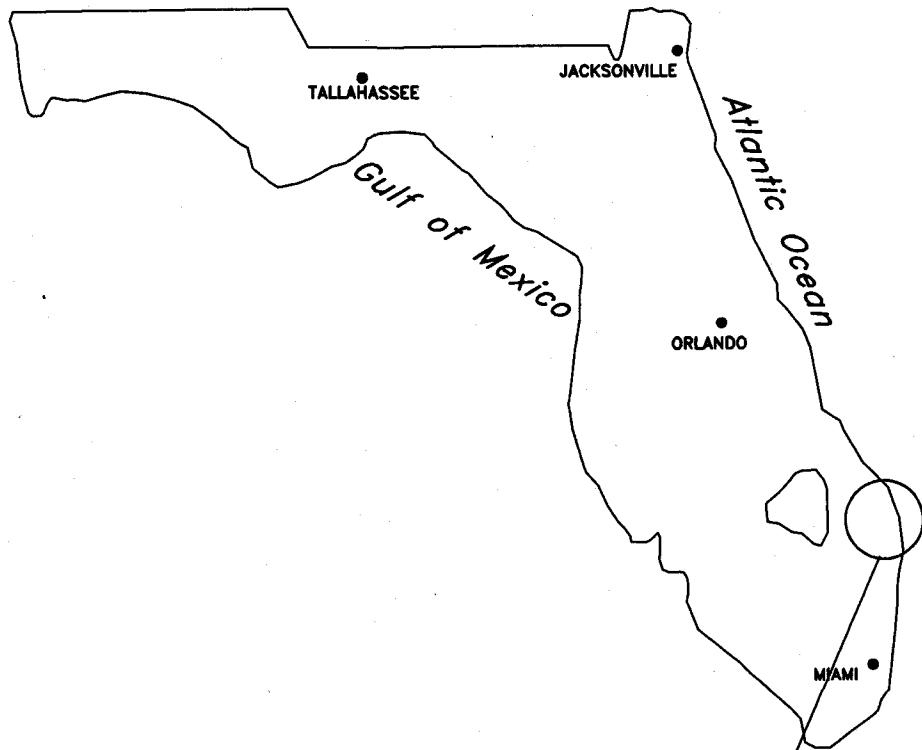
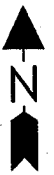
*[Handwritten signature]*  
 Assistant County Attorney

This Contract complies with our contract review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

# INTRACOASTAL WATERWAY CUT P-50 LOCATION MAP



PROJECT # \_\_\_\_\_

**INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND THE  
FLORIDA INLAND NAVIGATION DISTRICT**

THIS INTERLOCAL AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between the Florida Inland Navigation District, an independent special taxing district of the State of Florida (hereinafter the "District"), and Palm Beach County, a political sub-division of the State of Florida (hereinafter the "County"), hereinafter referred to collectively as the "parties".

**WITNESSETH**

**WHEREAS**, the County and the District have agreed to cooperate in a maintenance dredging project (hereinafter the "Project") to dredge Cut P-50 of the Intracoastal Waterway (which is shown on Exhibit "A") in Palm Beach County in conjunction with the County's maintenance dredging of the South Lake Worth Inlet Sand Trap and the access channel to the City of Boynton Beach's Boat Club Park Boat Ramp; and

**WHEREAS**, the District is willing to participate in the Project because of the benefit to the District, its constituents, and the Atlantic Intracoastal Waterway, subject to the terms and provisions of this Interlocal Agreement; and

**WHEREAS**, the County is willing to participate in the Project because of the benefit to the County, its constituents and the Lake Worth Lagoon, subject to the terms and provisions of this Interlocal Agreement; and

**WHEREAS**, pursuant to Chapter 374, Florida Statutes, the District is empowered and authorized to sponsor and to assist member counties with inlet management projects and projects to alleviate problems associated with waterways; and

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PROJECT # \_\_\_\_\_

**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**, Part I of Chapter, 163 Florida Statutes, permits public agencies as defined therein to make the most efficient use of their powers by allowing them 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.

**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:

**Section 1. Purpose.** The purpose of this Interlocal Agreement (the "Agreement") is to set forth the parties' roles and obligations with regard to a maintenance dredging project in Cut P-50 of the Intracoastal Waterway within Palm Beach County. The parties agree that the County shall design, manage, and complete the Project, and the District shall provide the funds necessary to complete the Project.

**Section 2. Responsibilities of the District.**

a. The District agrees to provide all funds necessary to complete the Project (hereinafter the "Project Amount"), which is currently estimated to cost Five Hundred Thousand Dollars (\$500,000.00) as provided in the Project Cost Estimate attached hereto as Exhibit "B". The actual cost of the Project will be determined by a competitive bid process.

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b. The District will reimburse the County for all funds the County expends to complete the Project (i.e. the Project Amount). Unless specifically authorized, the District will not reimburse the County for any obligation or expenditure made prior to the execution of this Agreement. Notwithstanding, the bathometric surveys, sea grass surveys, permit modification, and preparation of plans and specifications, performed by the County prior to execution of this Agreement are authorized expenses and will be reimbursed.

c. The District shall provide funds to the County on a reimbursement basis upon receipt of a properly completed Payment Reimbursement Request Form, which is attached hereto as Exhibit "C" along with corresponding invoices from any contractor(s) retained by the County to work on the Project. The District shall provide the requested funds to the County within thirty (30) calendar days of receipt of a properly completed Payment Reimbursement Request Form that includes all necessary corresponding invoices.

d. The District, by prior written approval, may extend funding under this Agreement for one (1) year beyond September 30, 2009 or for a longer period of time if any permit necessary to complete the Project obligates the County to monitor seagrass in the Project area for a longer period of time. The District shall have sole discretion to extend the Agreement period as provided herein, and its decision regarding a request for extension of this Agreement shall be final.

**Section 3. Responsibilities of the County.**

a. The County agrees to provide all project design, permitting, contracting, and construction management necessary to complete the Project and shall procure the services of any contractors, consultants and/or engineers deemed necessary to complete the Project. The County

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shall complete the Project and shall submit all reimbursement requests to the District on or before September 01, 2009.

b. The County shall obtain and abide by all federal, state and local permits necessary for completion of the Project.

c. The County shall request and obtain written approval from the District before awarding any bid for the Project.

d. The County shall provide advance notice to the District prior to making any substantive modifications to the Project.

e. The County shall request reimbursement for Project related expenses by providing the District with a completed Payment Reimbursement Request Form (Exhibit "C"), along with corresponding invoices from any contractor(s) retained by the County to work on the Project.

f. Upon completion of the Project, the County shall submit to the District a final request for reimbursement seeking any Project expenses still due an owing from the District and shall provide the following to the District: (1) a Final Audit Report that includes a description of the expenses incurred to complete the Project, if requested by the District; (2) a certification that the Project is complete; (3) an after dredge hydrographic survey of the Project area (as described in Exhibit "A"); and (4) the Project Completion Certification Form attached hereto as Exhibit "D".

g. If the County wishes to extend the Project period and associated funding beyond September 30, 2009, it shall submit a request for extension to the District no later than July 1, 2009.

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**Section 4. Effective Date and Term.** This Agreement shall take effect upon execution by both parties and shall terminate upon completion of the Project and payment to the County of the Project Amount, unless such time has been extended by the District.

**Section 5. Compliance with Codes and Laws.** Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

**Section 6. Access to Records and Audits.** The parties shall maintain, in accordance with generally accepted governmental auditing standards, all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation. The parties shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this Agreement. Such examination may be made only upon reasonable notice, time and place. In the event that the parties should become involved in a legal dispute with a third party arising from performance under this Agreement, the parties shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to the parties.

**Section 7. Independent Contractor.** The parties shall be considered independent contractors, and no party shall be considered an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractor between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance of this Agreement. 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

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PROJECT # \_\_\_\_\_

benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

**Section 8. Indemnification.** Each party shall be liable for its own actions and negligence, and to the extent permitted by law, the County shall indemnify, defend, and hold harmless the District against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the District shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the District's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement by either party to be responsible for such other party's negligent, willful or intentional acts or omissions.

**Section 9. 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.

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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 party to this Agreement 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 contractor agrees to defend, indemnify, save and hold the other party hereto 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.

**Section 10. 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 default before terminating this Agreement. If the Agreement is terminated as provided herein, the District shall reimburse the County for all Project work completed in accordance with this Agreement up to the official date of termination.

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**Section 11. Litigation Costs/Venue.** 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. The venue of any litigation shall be in Palm Beach County, Florida.

**Section 12. Notice.** Any notice required or permitted to be given under this Agreement shall be in writing and shall be hand delivered, faxed, or mailed (by certified mail, return receipt requested) to the respective addresses/recipients specified below:

As to the District:  
Florida Inland Navigation District  
1314 Marcinski Road  
Jupiter, Florida 33477-9498

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

Copy to:  
Palm Beach County  
Attn: County Attorney for ERM  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

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.

**Section 13. Modification and Amendment.** Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein

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PROJECT # \_\_\_\_\_

shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

**Section 14. Remedies.** 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.

**Section 15. Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

**Section 16. Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 17. Severability.** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 18. Rights and Duties/Assignment.** Rights and duties arising under this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors and permitted assigns and shall, unless the context clearly requires otherwise, survive the completion of the Agreement. A party may not assign this Agreement or any interest hereunder without the express prior written consent of the other party.

**Section 19. Public Entity Crimes.** As provided in Florida Statutes 287.132-133, the parties hereby certify that neither the parties nor their employees or agents, who will perform hereunder, have been placed on the convicted vendor list maintained by the State of Florida

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PROJECT # \_\_\_\_\_

Department of Management Services within the thirty-six (36) month period immediately preceding the effective date of the term of this Agreement. This certification is required pursuant to Florida Statutes 287.133 (3)(a).

**Section 20. Non-Discrimination.** The parties agree that no person shall, on the grounds 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.

**Section 21. Funding Contingency.** Completion of the Project under this Agreement is contingent upon each of the parties approving and securing, as applicable, its funding obligation hereunder. Notwithstanding this contingency, each party shall diligently pursue the approval and procurement of its funding obligation.

**Section 22. Delays.** Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this Agreement shall otherwise remain in effect.

**Section 23. Exhibits.** The Exhibits referred to and attached to this Agreement are incorporated herein in full by this reference.

**Section 24. Governing Law.** This Agreement shall be construed by and governed by the laws of the State of Florida.

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**Section 25. Entirety of Agreement.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**The remainder of this page is intentionally left blank.**

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PROJECT # \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

FLORIDA INLAND NAVIGATION DISTRICT

By: \_\_\_\_\_  
Executive Director

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

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS, a political  
subdivision of the State of Florida

[Official Seal]

ATTEST:

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

SHARON R. BOCK,  
CLERK AND COMPTROLLER

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

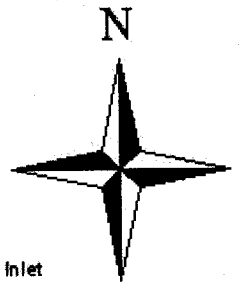
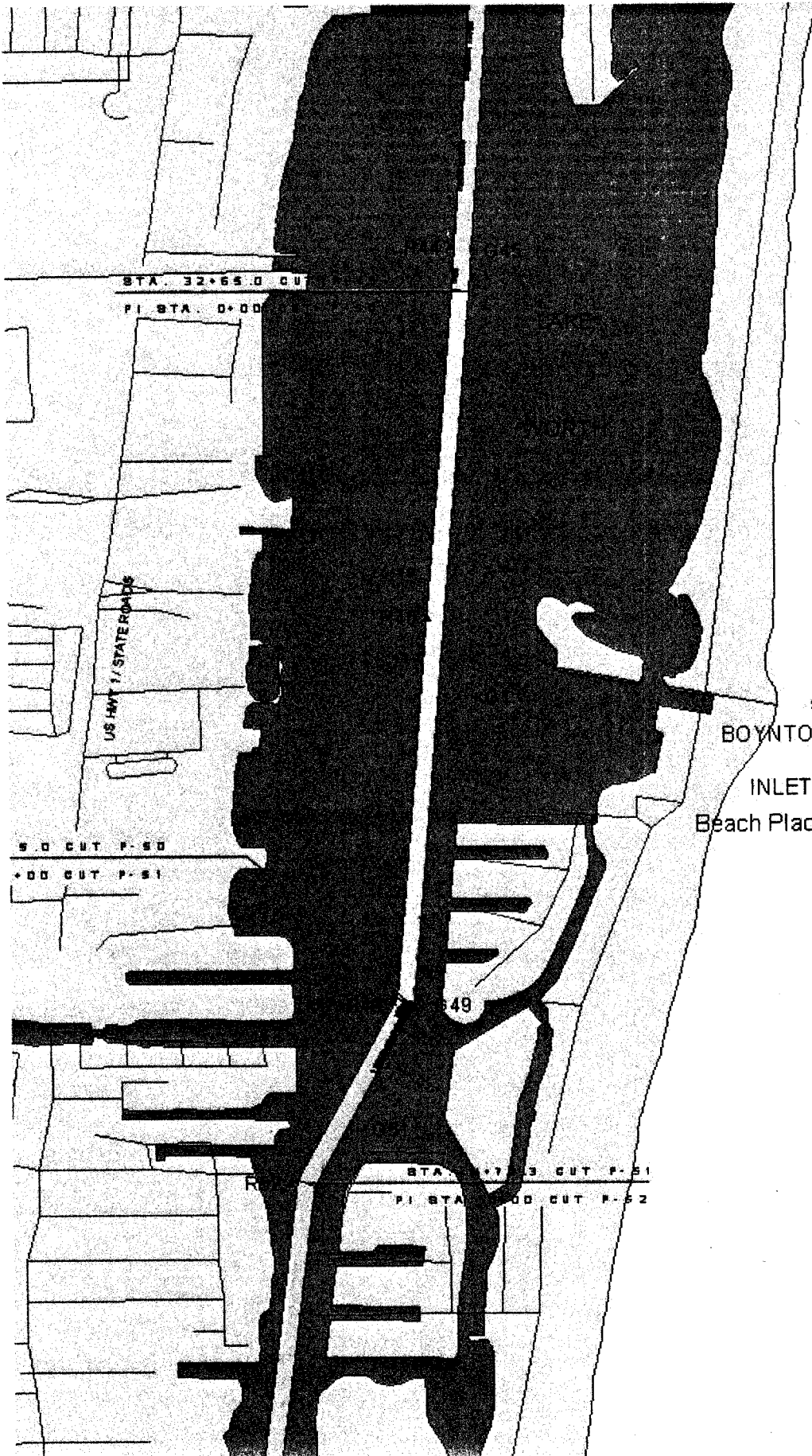
By: \_\_\_\_\_  
County Attorney

APPROVED AS TO TERMS AND  
CONDITIONS:

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

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Exhibit "A"  
 CUT P-50 DREDGING  
 Location Map



South Lake Worth Inlet

BOYNTON

INLET

Beach Placement Area

Palm Beach Basemap

- Survey Control
- County Line
- Roads
- Palm Beach Cuts
- 2000 Channel Elevation**
- < -6ft
- 6 ft to -8 ft
- 8 ft to -10 ft
- 10 ft to -12 ft
- 12 ft to -14 ft
- > -14 ft
- Edge of Water
- Cities

Cut P-50

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**EXHIBIT B**

**FLORIDA INLAND NAVIGATION DISTRICT  
INTERLOCAL AGREEMENT**

**PROJECT COST ESTIMATE**

**PROJECT TITLE: Intracoastal Waterway Cut P-50 Maintenance Dredging**

**INTERLOCAL AGREEMENT PARTNER: Palm Beach County**

<b>Project Elements</b> <i>(Please list the MAJOR project elements and provide a general cost break out for each one. For Phase I Projects, please list the major elements and products expected)</i>	<b>Quantity Estimated</b> <b>(Number and/or Footage)</b>	<b>Applicant's Cost</b>	<b>FIND Cost</b>
<p>Maintenance Dredging of Cut P-50 and costs associated with the work. The Project elements include but are not limited to designing and planning the project, obtaining all necessary permits, retaining necessary contractors and managing and monitoring the maintenance dredging project.</p>	<p align="center">31,100 cu.yds.</p>	<p align="center">\$0</p>	<p align="center">\$500,000</p>

**\*\* TOTALS =**

**\$0**

**\$500,000**

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EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT  
INTERLOCAL AGREEMENT  
PAYMENT REIMBURSEMENT REQUEST FORM

PROJECT NAME: \_\_\_\_\_ PROJECT NO.: \_\_\_\_\_

PROJECT PARTNER: \_\_\_\_\_ BILLING NO.: \_\_\_\_\_

Amount of Contribution \_\_\_\_\_  
All Funds Previously Requested      ✂ \_\_\_\_\_  
Balance Available                              = \_\_\_\_\_  
  
Funds Requested \_\_\_\_\_  
  
Balance Available \_\_\_\_\_  
Less Check Amount                              ✂ \_\_\_\_\_  
Balance Remaining                              = \_\_\_\_\_

SCHEDULE OF EXPENDITURES

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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(NOTE: Signature Required on Page 2)

**EXHIBIT C (CONTINUED)**

**SCHEDULE OF EXPENDITURES**

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Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "B")	Check No. Vendor Name and Date	Total Cost	Applicant Cost	FIND Cost
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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. \*

\_\_\_\_\_  
Project Liaison

\_\_\_\_\_  
Date

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\*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

**EXHIBIT D**

**FLORIDA INLAND NAVIGATION DISTRICT**

**INTERLOCAL AGREEMENT**

**Project Completion Certification**

Project Partner: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project #: \_\_\_\_\_

I hereby certify that the above referenced project was completed in accordance with the Interlocal Agreement between the Florida Inland Navigation District and \_\_\_\_\_, dated \_\_\_\_\_, 2007, and that all funds were expended in accordance with Exhibit "B" and Paragraph 2 of the Interlocal Agreement. \*

Project Liaison Name: \_\_\_\_\_

Project Liaison Signature: \_\_\_\_\_

Date: \_\_\_\_\_

\*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

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