

Agenda Item #: **3.M.8.**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: **March 17, 2009**

Consent
 Ordinance

Regular
 Public Hearing

Department: **Parks and Recreation**

Submitted By: **Parks and Recreation Department**

Submitted For: **Parks and Recreation Department**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement with the City of Pahokee for the period March 17, 2009, through December 1, 2009, in an amount not-to-exceed \$150,000 for funding of design and permitting for the Pahokee Eco-Islands project.

Summary: This funding is for design and permitting of the Pahokee Eco-Islands project which will construct environmental barrier islands within the city limits of Pahokee in Lake Okeechobee. Approximately 600,000 users will benefit from the Eco-Island project when completed. The Agreement allows for the reimbursement of expenses incurred subsequent to January 1, 2009. Funding is from the 2005 \$50 Million General Obligation Waterfront Access Bond referendum. District 6 (PK)

Background and Justification: In July of 2007, the City of Pahokee completed a study to determine the location, construction methodology, establishment of native eco-systems, and budget for the Pahokee Eco-Islands project. The study determined that the project is feasible and provides for substantial economic, environmental, and recreational uses such as creating an economic impact of \$55-\$90 million per year, creating substantial employment impacts, replacing environmental areas that have been lost, providing a safe and consistent navigation route, providing a barrier to protect the Levee, reducing the suspended solid problem in the Lake, and providing additional recreational opportunities for public uses.

The design and permitting for this project will cost approximately \$150,000, which has been requested from the County by the City of Pahokee. This funding was approved by the Board as a part of the FY2009 budget from the 2005 \$50 Million General Obligation Waterfront Access Bond. The Agreement has been executed on behalf of the City of Pahokee, and now needs to be approved by the Board of County Commissioners.

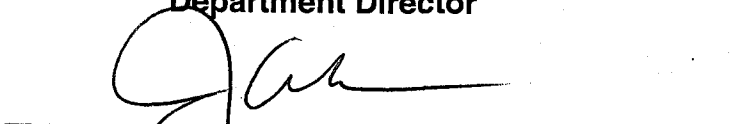
Attachment: Interlocal Agreement

Recommended by:


Department Director

3/2/09
Date

Approved by:


Assistant County Administrator

3/10/09
Date

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF PAHOKEE FOR FUNDING OF DESIGN AND PERMITTING FOR THE PAHOKEE ECO-ISLANDS PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into on _____, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the City of Pahokee, a Florida Municipal Corporation, hereinafter referred to as "Pahokee".

WITNESSETH:

WHEREAS, In July of 2007 the City of Pahokee completed a study to determine the location, construction methodology, establishment of native eco-systems, and budget for the Pahokee Eco Islands Project;

WHEREAS, the study determined that the project is feasible and provides for substantial economic, environmental, and recreational uses such as creating an economic impact of \$55 - \$90 Million per year, creating substantial employment impacts, replacing environmental areas that were lost, providing a safe and consistent navigation route, providing a barrier to protect the Levee, reducing the suspended solid problem in the Lake, and providing additional recreational opportunities for public uses; and

WHEREAS, approximately 600,000 users will benefit from the Eco- Island Project when completed; and

WHEREAS, the design and permitting for the project is estimated to cost approximately \$150,000; and

WHEREAS, Pahokee has requested from County an amount not-to-exceed \$150,000 to offset the cost of the Pahokee Lake Project Preliminary Study; and

WHEREAS, County desires to provide funding to help offset costs for the design and permitting for the Pahokee Eco-Islands project; and

WHEREAS, funding for said program in an amount not to exceed \$150,000 is available in the 2005 \$50 Million General Obligation Waterfront Access Bond; and

WHEREAS, recreation, public safety, and environmental improvements are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$150,000 to Pahokee for the design and permitting of the Pahokee Eco Islands project as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the "Project".

2. County will use its best efforts to provide said funds to Pahokee on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Pahokee. Said information shall list each invoice paid by Pahokee and shall include the vendor invoice number; invoice date; and the amount paid by Pahokee along with the number and date of the respective check or proof of payment for said payment. Pahokee shall attach a copy of each vendor invoice paid by Pahokee along with a copy of the respective check or proof of payment and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Pahokee's Program Administrator and Project Financial Officer shall certify the total funds spent by Pahokee on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Pahokee and approved by Pahokee as indicated.

3. Pahokee incurred expenses for the Project beginning on January 1, 2009. Those costs incurred by Pahokee for the Project, approved and submitted accordingly by Pahokee subsequent to January 1, 2009, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. County funds may be used as a match for other local, state, or federal grant programs, but Pahokee may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Pahokee agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity or expression; and

6. Pahokee shall be responsible for the operation and maintenance of the Project, including all associated costs.

7. The term of this Agreement shall be until December 1, 2009, commencing upon the date of execution by the parties hereto.

8. The parties agree that, in the event Pahokee is in default of its obligations under this Agreement, the County shall provide Pahokee thirty (30) days written notice to cure the default. In the event Pahokee fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Pahokee for the Project deemed to be in default and Pahokee shall return any County funds already collected by Pahokee for the Project.

9. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 8 above.

10. Pahokee shall complete the Project by September 1, 2009, and invoices and checks submitted for reimbursement must be dated within the project time frame of January 1, 2009, through September 1, 2009. Pahokee shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before December 1, 2009. Upon written notification to County at least ninety (90) days prior to that date Pahokee may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Pahokee's request for said extension.

11. In the event Pahokee ceases to exist, or ceases or suspends the Project for any reason, any remaining unpaid portion of the Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Pahokee. The determination that Pahokee has ceased or suspended the Project shall be

made by County and Pahokee agrees to be bound by County's determination.

12. Pahokee agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Pahokee. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

13. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

14. It is understood and agreed that Pahokee is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. It is agreed County's sole liability and responsibility in regards to the Project is limited to funding, as provided in Section 1 herein above. To the extent permitted by law and without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, in the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Pahokee shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Pahokee, its agents, servants and/or employees in the performance of this Agreement or any law suit brought by a third party relating to the Project. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Pahokee is eligible to receive reimbursement from the County.

15. Upon request by County, Pahokee shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent

auditor.

16. Pahokee shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Pahokee, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

17. The County and Pahokee may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

18. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

19. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Pahokee certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

20. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement. The Agreement may be modified and amended only by written instrument executed by the parties hereto.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to Pahokee:

City Manager
City of Pahokee
171 North Lake Avenue
Pahokee, FL 33476

22. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the undersigned parties have signed this

Agreement on the date first above written.

ATTEST:
SHARON R. BOCK, Clerk &
Comptroller

By: _____
Deputy Clerk

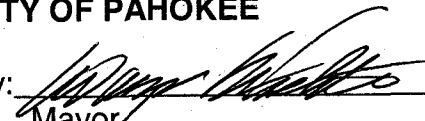
**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Commissioner John F. Koons, Chairman

ATTEST:

By: 
City Clerk

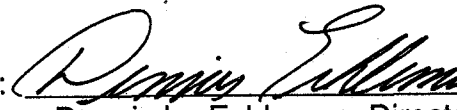
CITY OF PAHOKEE

By: 
Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

by: 
Dennis L. Eshleman, Director
Parks and Recreation Department

Park Improvement Program Funding Exhibit "A" to Agreement

Name of Municipality: City of Pahokee
Mailing Address: 171 North Lake Avenue
Pahokee, Fl. 33476

Name of Mayor: Wayne Whitaker
Name of City Manager: Matthew Brock
Project Liaison Information: Derrek Moore
Telephone: 561-925-5534
Fax: 561-924-7271
Email: Derrekmoore@cityofpahokee.com

PROJECT INFORMATION

1. Name of Project: Pahokee Eco Islands Design & Permitting
2. Project Description: This project provides for the design and permitting of eco-islands along route 2 in Lake Okeechobee. These islands will be utilized to store material from dredging Route 2 in an effort contain costs and provide for an adaptive reuse of material. This project will provide additional recreational opportunities for public uses, and recreate environmental areas that have been lost over the years. The local economies of the Glades will benefit substantially from the increased commercial and recreational uses, and the Herbert Hoover Levee will benefit from the additional protection these islands will afford. In July 2007, Pahokee completed a study to determine the location, construction methodology, establishment of native eco systems, and budget for this project. It was determined this project is feasible and provides for substantial economic, environmental, and recreational uses.

Among other benefits this project will provide:

- Economic impact of 55-90 million dollars per year
- Create substantial employment impacts
- Replace environmental areas that were lost
- Provide safe and a consistent navigation route
- Provide a barrier to protect the Levee
- Reduce the phosphorus and suspended solid problem in the Lake.

According to the Florida Inland Navigation District the Lake Okeechobee Waterway has a national economic value of 55 million dollars per year excluding the Islands. This project has the support of the municipalities of the glades and from the Lake Okeechobee Regional Economic Alliance.

Location: Route 2 in Lake Okeechobee in Palm Beach County

Anticipated number of users: 600,000

3. Project Elements: Contractual Services
4. Estimated Lump Sum Project Cost: \$150,000
5. Project Initiation Date 1/1/09 to 9/1/09

Project Shall Include:

1. General: Surveying: Uplands and Bathometric Data
 - Providing Bathometry for Route 2, from Port Mayaca to Moore Haven, (100 to 1000 ft Transects)
 - Providing Bathometry for footprints of proposed Eco Islands
 - Developing fill/excavation calculations for varying depths of Route 2
2. Design of Eco Islands, that includes:
 - Littoral Shelf Eco Islands (1st Priority)

- Shallow Water Eco Islands (2nd Priority)
 - Deep Water Eco Islands (3rd Priority)
3. Design of recreational components within the Eco-Islands:
- Canoe Trails
 - Habitat for wildlife: Includes fisheries and rookeries
 - Rustic Island campsites
 - Lakefront campsites
4. Access for Boaters
- Provide recreational opportunities for vessels to utilize the improvements
 - Protected harbor/other unique opportunities
5. Upland Recreational access (Water, sewer, electric)

Permitting- All

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for reimbursement.

6. Required Attachments:

Certificate of Insurance N/A

Amount of Park Improvement Program Funding awarded \$ 150,000

(Filled in by County)

Form available online by request. Contact Susan Yinger at syinger@pbcgov.com



PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date _____

Grantee: _____ Project Name: _____

Submission #: _____ Reimbursement Period: _____

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
TOTAL PROJECT COSTS		=====	=====

Key Legend

C = Contractual Services
 S = Salary & Wages
 M = Materials, Supplies, Direct Purchases
 E = Equipment
 T = Travel
 I = Indirect Costs

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

Administrator Date

Financial Officer Date

PBC USE ONLY

County Funding Participation \$ _____

Total Project Costs To Date: \$ _____

County Obligation To Date \$ _____

County Retainage (_____ %) \$ _____

County Funds Previously Disbursed \$ _____

County Funds Due this Billing \$ _____

Reviewed and Approved By: _____
PBC Project Administrator Date

Department Director Date

