





**(Continued from Page 1)**

**Summary:**

(A) Amendment Number 3 dated September 29, 2011 with Loggerhead Marineline Center allows for optional compaction tests to be completed by October 15, 2011. Delegated authority for minor changes was approved on January 13, 2009 (R2009-0106), with the execution of the original contract. (B,C,D, & E) On December 18, 2007 the Board of County Commissioners approved a Resolution (R2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in estuarine waters of Palm Beach County. Delegated authority to execute these standard form agreements was approved, pursuant to PPM No. CW-O-051 on December 18, 2007 (R2007-2277). On July 11, 2011 a revised standard form was approved. Tequesta approved the Interlocal Agreement on October 5, 2011, the Palm Beach County Sheriff's Office executed the Interlocal Agreement on September 6, 2011, the City of Boynton Beach executed the Interlocal Agreement on August 16, 2011, and the Town of Jupiter executed the Interlocal Agreement on August 22, 2011.

**Background and Justification:** N/A

AMENDMENT NUMBER 3 TO THE CONTRACT  
FOR SEA TURTLE MONITORING SERVICES

THIS AMENDMENT NUMBER 3 to the CONTRACT is entered into on this 29<sup>th</sup> day of September 2011 by and between Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and the Loggerhead Marinelife Center, Inc., a not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal Employer Identification Number is 59-2445926.

WITNESSETH:

WHEREAS, the parties desire to amend the Contract for Professional Services (R2009-0106) entered into by the parties on January 13, 2009, as amended on March 17, 2009 (R2009-0436) and October 30, 2009 (R2009-2146), hereinafter "Agreement", to authorize an additional set of compaction sampling; and

WHEREAS, the parties desire to amend the Agreement by adding an additional set of compaction sampling; and

WHEREAS, the parties desire to amend the Agreement by adding language pertaining to the Inspector General.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Exhibit A, Scope of Work, Task #3, is hereby amended by adding an additional set of compaction sampling, which shall be conducted in accordance with the procedure in Task 3 in Exhibit A of the Agreement. Sampling will occur along transects located at survey monuments and half-monuments between R-16.5 and R- 45.5 and shall be completed by October 15, 2011.
2. Article 30 is hereby added to the Agreement to state:  
"Article 30- INSPECTOR GENERAL

CONSULTANT acknowledges that the Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with Palm Beach County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud."

3. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of Palm Beach County and CONSULTANT have executed this Amendment on the day and year above written.

PALM BEACH COUNTY:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: Richard E. Walensky  
Director, ERM

By: Anne Delgent  
Assistant County Attorney

WITNESS:

CONSULTANT:

Jessica Ivers  
Signature

Loggerhead Marinelife Center, Inc.  
Company Name

Jessica Ivers  
Name (type or print)

[Signature]  
Signature

Brian Waxman  
Name (type or print)

President  
Title

2009

Agenda Item #: 321  
R-2009-2140  
thru  
R-2009-2146  
M/V 7-0

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

**Meeting Date:** December 15, 2009

Consent       Regular  
 Workshop       Public Hearing

**Department:**

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

copy 12/28/09  
EER-ATS, cont 1-7  
ESS-ATS, cont 1-7  
AC-ATS, cont 1-7

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to receive and file: Seven (7) original Documents for the Department of Environmental Resources Management.

- A) First Amendment to Grant Agreement R2009-0114 (January 13, 2009) with Metropolitan Planning Organization (MPO) to extend the completion date for the countywide water taxi transit facilities at its Juno Dunes Public Use Facility to December 31, 2009.
- B) Second Amendment to Grant Agreement R2009-0114 (January 13, 2009) with Metropolitan Planning Organization (MPO) states that the water taxi transit facilities will be open and in use by March 31, 2011. All invoices for reimbursement of work completed shall be submitted to the MPO on or before December 31, 2010.
- C) First Amendment to Grant Agreement R2008-1507 (September 9, 2008) with MPO for additional time to complete the constructions and installation of a water taxi docking facility at the Snook Island Dock.
- D) First Amendment extends the Interlocal Agreement R2005-2074 (October 18, 2005) for Dune Restoration between the County and The Town of Lantana upon coastal property owned by the Town of Lantana through May 1, 2011.
- E) Murphy Construction Company Purchase Order for South Cove Turbidity Pilings Project Number 2009ERM06.
- F) Acceptance of a Purchase Order from US Department of Interior for invasive plant control at Jupiter Inlet Lighthouse Outstanding Natural Area.
- G) Amendment Number 2 to the Contract with Loggerhead Marinelifelife Center, Inc. for Professional Services to extend the time period from October 1, 2009 through November 30, 2009 for daily nesting sea turtle surveys.

**Summary:** This is a Receive and File item for the Clerk's Office to note and receive delegated authority items according to County Policy and Procedure PPM No. CW-O-051. Countywide (SF)

**Background and Justification:** N/A

**Attachments:**

- 1. First Amendments to Grant Agreement R2009-0114.
- 2. Second Amendments to Grant Agreement R2009-0114.
- 3. First Amendment to Grant Agreement R2008-1507.
- 4. First Amendment to the Interlocal Agreement R2005-2074.
- 5. Murphy Construction Purchase Order and Notice to Proceed for South Cove.
- 6. Weed Control Purchase Order
- 7. Amendment Number 2 to the Contract for Sea Turtle Monitoring Services.

**Recommended by:** Richard E. Wolinsky      11/12/09  
 Department Director      Date

**Approved by:** [Signature]      11/21/09  
 County Administrator      Date

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Agenda Item #: 326

MIG 6-0  
R-2009-0436

Meeting Date: March 17, 2009 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

Department

Submitted By: Environmental Resources Management

Submitted For: Environmental Resources Management

Copy 3/25/09

EER/Debra AFS, orig #1  
art #1, Copy #2

I. EXECUTIVE BRIEF

R-SS- AFS, orig #1, art #1  
copy #2  
AC-AFS, art #1, copy #2

**Motion and Title:** Staff recommends motion to approve Amendment No. 1 to incorporate a revised scope of work to the Contract (R2009-0106) with the Loggerhead Marinelifelife Center, Inc. (LMC) for additional sea turtle monitoring services in association with the Juno Beach Shoreline Protection Project and the Jupiter Inlet District (JID) Jupiter Inlet Maintenance Dredging Project.

**Summary:** This Amendment incorporates a revised Scope of Work to the Contract for sea turtle monitoring services with LMC, approved by the Board on January 13, 2009, to include permit required monitoring tasks for the JID Jupiter Inlet Maintenance Dredging Project (scheduled for March/April 2009), and a reduction in monitoring tasks associated with the Juno Beach Shoreline Protection Project. This Amendment will result in no net increase to the Contract not-to-exceed amount of \$592,365. District 1 (SF)

**Background and Justification:** The Board approved the LMC Contract (R2009-0106) for sea turtle monitoring services on January 13, 2009. At that time, the JID Jupiter Inlet Maintenance Dredging Project was not expected to occur until November 2009; the project schedule has been accelerated and is currently scheduled to occur in March/April 2009. Additionally, the Juno Beach Shoreline Protection Project, scheduled to occur through April 2009, has been delayed until November 2009; monitoring tasks associated with construction of the Juno Beach Shoreline Protection Project during the sea turtle nesting season are no longer necessary and will not be authorized. This Amendment incorporates a revised scope of work to the Contract to include permit required monitoring tasks for the JID Jupiter Inlet Maintenance Dredging Project construction during the sea turtle nesting season. One hundred percent of the cost of the JID Jupiter Inlet Maintenance Dredging Project monitoring tasks will be eligible for reimbursement through an existing interlocal agreement with JID. This Amendment will result in no net increase to the Contract not-to-exceed amount as the cost of the tasks associated with the JID Jupiter Inlet Maintenance Dredging Project are offset by the disapproval of the tasks associated with the Juno Beach Shoreline Protection Project construction during the sea turtle nesting season.

**Attachments:**

1. Amendment No. 1
2. Contract

Recommended by:

Richard E. Wabnitz

Department Director

3/2/09

Date

Approved by:

Joe Baker

County Administrator

3/4/09

Date

**INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SERVICES  
BETWEEN PALM BEACH COUNTY  
AND THE VILLAGE OF TEQUESTA**

THIS AGREEMENT is made this 5<sup>th</sup> day of OCTOBER, 2011, between the Village of Tequesta, Florida, a municipal corporation, (hereinafter "Village"), and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), 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 of Palm Beach County is empowered to establish and administer programs of conservation 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, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season; and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a revised standard form Interlocal Agreement for law enforcement services during manatee season; and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission have demonstrated that increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

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

**1) Recitals**

The recitals set forth above are true and correct and form a part of this Agreement.

**2) Purpose.**

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Village and are not a replacement for said services.

**3) Location of Law Enforcement Services**

The Village shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit "A".

**4) Responsibility of the Village**

A. The Village shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Village shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, the Village shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Village shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Village shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Village, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review. The Village shall provide the following information with the invoice: Standard Marine Enforcement Monthly Report Form (form to be provided by the County); documentation of warnings and citations issued to violators by the Village; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Village for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County Circuit Court, the Village shall immediately inform the County. The County will then determine whether the Village will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

##### **5) Responsibility of the County**

A. The County will reimburse the Village for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Village in the fulfillment of this Agreement. The County will reimburse the Village on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Village by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Village each year prior to the beginning of manatee season.

B. The County may perform an evaluation of the Village's performance under the Agreement after **January 15<sup>th</sup>** of each year to assess the quality and quantity of services being performed by the Village between November 15 and January 15 of each year. If it appears that the Village is not providing sufficient law enforcement services to expend the funds set aside for the Village per the Award Letter, the County may issue an amended award letter ("Amended Award Letter") to the Village reducing the funds set aside for the Village in the Award Letter so that such funds may be reallocated.

**6) Effective Date and Term of the Agreement**

This Agreement shall take effect November 15<sup>th</sup>, 2011 and shall terminate on April 30<sup>th</sup>, 2014, unless earlier terminated as provided herein or extended by the parties.

**7) Authorized Representative**

A. The County's authorized representative is the Director of the Department of Environmental Resources Management, (561) 233-2400, West Palm Beach, Florida, or his designee.

B. The Village's authorized representative is Chief Gerard Pitocchelli  
(561 ) 768 - 0513, or his/her successor.

**8) Independent Contractor**

A. 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 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.

B. All employees and agents of the Village who perform any act or service under the terms of this Agreement shall at all times be considered employees or agents of the Village, and not of the County. The Village will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment or agency, as applicable, for those employees or agents, as applicable, performing Services as provided herein.

**9) Payment**

A. For reimbursement to occur, the Village shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Village, and include records sufficient to substantiate the costs incurred. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The Village shall provide additional documentation to support any invoice if requested by the County. Invoices received from the Village shall be reviewed by the Department of Environmental Resources Management and upon approval shall be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within forty-five (45) days of receipt. In the case of a dispute involving the amounts due to the Village, payment may be delayed.

B. In order for both parties herein to close their books and records at the conclusion of each manatee season, the Village will clearly state "final invoice" on the Village's final/last invoice to the County. This shall constitute the Village's certification that all services have been

properly performed and all charges and costs have been invoiced to the County. Any other charges not properly included on this final invoice are waived by the Village.

**10) Compliance with Codes and Laws**

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

**11) 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.

**12) Funding**

This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners.

**13) 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 Village:  
Village of Tequesta  
Chief of Police  
357 Tequesta Drive  
Tequesta, Florida 33469  
Fax: (561) 768-0695

Copy to:  
Village Attorney  
Corbett and White, P.A.  
1111 Hypoluxo Road, Suite 207  
Lantana, Florida 33469

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

Fax: (561) 233-2414

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.

**14) Default, Termination, Opportunity to Cure**

A. 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 ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

**15) Waiver or 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 or any other covenant.

**16) Indemnification**

The Village shall be responsible for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the Village.

**17) Insurance**

A. Without waiving the right to sovereign immunity as provided by Sec. 768.28, Florida Statutes, the Village acknowledges to be 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.

B. In the event the Village maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Sec. 768.28, Florida Statutes, the Village shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage.

C. The Village agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Ch. 440, *Florida Statutes*.

D. When requested, the Village shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages.

E. Compliance with the foregoing requirements shall not relieve the Village of its liability and obligations under this Agreement.

**18) Applicable Law**

Any litigation arising from or relating to this Agreement will be governed by the laws of the State of Florida and the venue in any such proceeding will be exclusively in Palm Beach County, Florida.

**19) Severability**

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect.

**20) Enforcement Costs**

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement will be borne by the respective parties. This provision pertains only to the parties to the Agreement.

**21) Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, all of which together will constitute one (1) and the same instrument.

**22) Captions**

The captions and section designations set forth herein are for convenience only and have no substantive meaning.

**23) Exhibits**

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

**24) Assignment**

This Agreement is not assignable by either party.

**25) Equal Opportunity**

The County and the Village agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, age, marital status, sexual orientation, familial status, gender identity or gender expression 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.

**26) Construction**

This Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

**27) Modification and Amendment**

Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

**28) Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

**29) Delegation of Authority to Execute this Agreement.**

The Board of County Commissioners of Palm Beach County, Florida delegated the authority to execute this Agreement to the County Administrator or his designee on July 25<sup>th</sup>, 2011 in Resolution R N/A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA  
BY: IT'S BOARD OF COUNTY  
COMMISSIONERS

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

Richard E. Welby  
Director  
Department of Environmental Resource

APPROVED TO FORM AND  
LEGAL SUFFICIENCY:

VILLAGE OF TEQUESTA POLICE  
DEPARTMENT

Anne Helgert  
County Attorney

By: [Signature]  
(Title) CAPTAIN





Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcbg.gov/ern

■  
**Palm Beach County  
Board of County  
Commissioners**

Karen J. Marcus, Chair  
Shelley Vana: Vice Chair  
Paulette Burdick  
Steven L. Abrams  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

November 7, 2011

Chief Gerard Pitochelli  
Village of Tequesta  
357 Tequesta Drive  
Tequesta, FL 33469

Dear Chief Pitochelli:

**SUBJECT: LAW ENFORCEMENT CONTRACT**

I am pleased to announce that the Tequesta Police Department will be awarded up to \$15,000 for additional on-water law enforcement in the County's waterways. Law enforcement services shall be performed in accordance with the Interlocal Agreement (IA) executed in 2011, and from November 15, 2010, through March 31, 2011, at the rate of \$87.50 per hour.

Thank you for your commitment and dedication to protect the manatees. If you have questions, please call me at 233-2400 or Ms. Alessandra Medri at 233-2512.

Sincerely,

Robert Robbins, Director  
Environmental Resources Management

RR:AM:dab

**INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SERVICES  
BETWEEN PALM BEACH COUNTY  
AND PALM BEACH COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT is made this 6<sup>th</sup> day of SEPTEMBER, 2011, between PALM BEACH COUNTY SHERIFF'S OFFICE of Palm Beach County, Florida, hereinafter referred to as "Contractor", and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), 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 of Palm Beach County is empowered to establish and administer programs of conservation 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, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season; and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a revised standard form Interlocal Agreement for law enforcement services during manatee season; and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission has demonstrated that the increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

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

**1) Recitals**

The recitals set forth above are true and correct and form a part of this Agreement.

**2) Purpose.**

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Contractor and are not a replacement for said services.

**3) Location of Law Enforcement Services**

The Contractor shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit "A".

**4) Responsibility of Contractor**

A. The Contractor shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Contractor shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Contractor shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Contractor shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review. The Contractor shall provide the following information with the invoice: Standard Marine Enforcement Monthly Report Form (form to be provided by the County); documentation of warnings and citations issued to violators by the Contractor; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Contractor for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County Circuit Court, the Contractor shall immediately inform the County. The County will then determine whether the Contractor will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

##### **5) Responsibility of the County**

A. The County will reimburse the Contractor for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Contractor in the fulfillment of this Agreement. The County will reimburse the Contractor on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Contractor by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Contractor each year prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15<sup>th</sup>** of each year to assess the quality and quantity of services being performed by the Contractor between November 15 and January 15 of each year. If it appears that the Contractor is not providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the County may issue an amended award letter ("Amended Award Letter") to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such

funds may be reallocated to more productive Contractor(s).

**6) Effective Date and Term of the Agreement**

This Agreement shall take effect November 15<sup>th</sup>, 2011 and shall terminate on April 30<sup>th</sup>, 2014 unless earlier terminated as provided herein or extended by the parties.

**7) Authorized Representative**

A. The County's authorized representative is the Director of the Department of Environmental Resources Management, (561) 233-2400, West Palm Beach, Florida, or his designee.

B. The Contractor's authorized representative is Major Daniel Smith, Countywide Operations (561 ) 681 - 4520 , or his/her successor.

**8) Independent Contractor**

A. 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 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.

B. All employees and agents of the Contractor who perform any act or service under the terms of this Agreement shall at all times be considered employees of the Contractor and not of the County. The Contractor will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment for those employees performing Services as provided herein.

**9) Payment**

A. For reimbursement to occur, the Contractor shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The Contractor shall provide additional documentation to support any invoice if requested by the County. Invoices received from the Contractor shall be reviewed by the Department of Environmental Resources Management and upon approval shall be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within forty-five (45) days of receipt. In the case of a dispute involving the amounts due to the Contractor, payment may be delayed.

B. In order for both parties herein to close their books and records at the conclusion of each manatee season, the Contractor will clearly state "final invoice" on the Contractor's final/last invoice to the County. This shall constitute the Contractor's certification that all

services have been properly performed and all charges and costs have been invoiced to the County. Any other charges not properly included on this final invoice are waived by the Contractor.

**10) Compliance with Codes and Laws**

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

**11) 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.

**12) Funding**

This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners.

**13) 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 Contractor:  
Palm Beach County Sheriff's Office  
Major of Countywide Operations  
3228 Gun Club Road  
West Palm Beach, FL 33406  
Fax: (561) 681-4525

As to County:  
Palm Beach County  
Director of Department of Environmental Resources Management  
2300 N. Jog Road - 4th Floor  
West Palm Beach, FL 33411-2743  
Fax: (561) 233-2414

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.

#### **14) Default, Termination, Opportunity to Cure**

A. 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 ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

#### **15) Waiver or 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 or any other covenant.

#### **16) Indemnification**

The Contractor shall be responsible, to the extent allowed under Florida law, including Section 768.28, Florida Statutes, for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the Contractor.

#### **17) Insurance**

A. Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the Contractor acknowledges to be 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.

B. In the event the Contractor maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, The Contractor shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

C. The Contractor agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

D. When requested, the Contractor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages.

E. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

**18) Applicable Law**

Any litigation arising from or relating to this Agreement will be governed by the laws of the State of Florida and the venue in any such proceeding will be exclusively in Palm Beach County, Florida.

**19) Severability**

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect.

**20) Enforcement Costs**

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement will be borne by the respective parties. This provision pertains only to the parties to the Agreement.

**21) Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, all of which together will constitute one (1) and the same instrument.

**22) Captions**

The captions and section designations set forth herein are for convenience only and have no substantive meaning.

**23) Exhibits**

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

**24) Assignment**

This Agreement is not assignable by either party.

**25) Equal Opportunity**

The County and the Contractor agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, age, marital status, sexual orientation, familial status, gender identity or gender expression 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.

**26) Construction**

This Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

**27) Modification and Amendment**

Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

**28) Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

**29) Delegation of Authority to Execute this Agreement.**

The Board of County Commissioners of Palm Beach County, Florida delegated the authority to execute this Agreement to the County Administrator or his designee on July 25<sup>th</sup>, 2011 in Resolution R N/A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

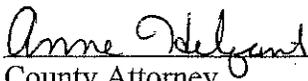
PALM BEACH COUNTY, FLORIDA  
BY: IT'S BOARD OF COUNTY  
COMMISSIONERS

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

  
\_\_\_\_\_  
Director  
Department of Environmental  
Resources Management

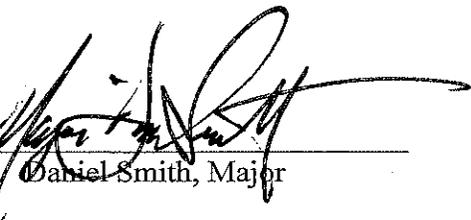
APPROVED TO FORM AND  
LEGAL SUFFICIENCY:

PALM BEACH COUNTY SHERIFF'S OFFICE

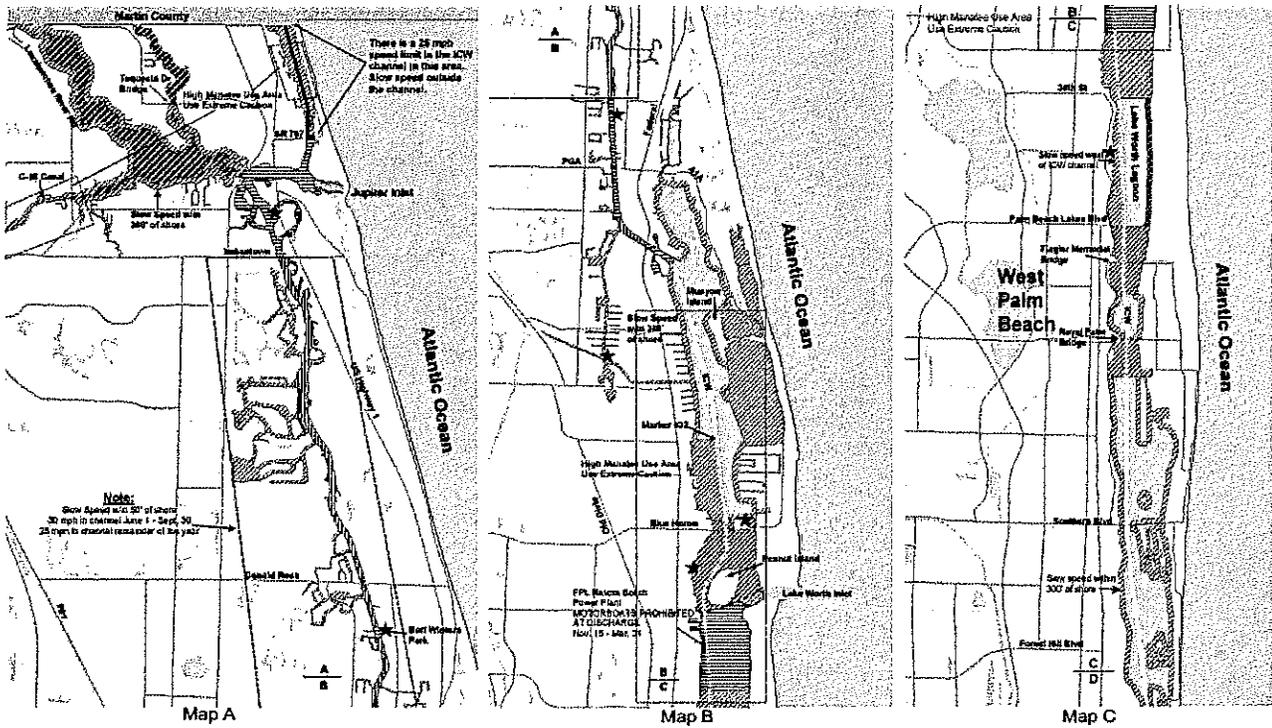
  
\_\_\_\_\_  
County Attorney

By:   
\_\_\_\_\_  
Ric L. Bradshaw, Sheriff

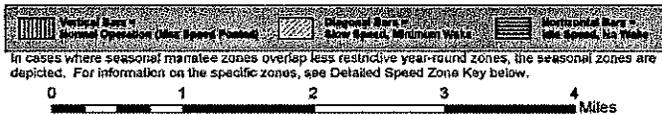
ATTEST:

By:   
\_\_\_\_\_  
Daniel Smith, Major

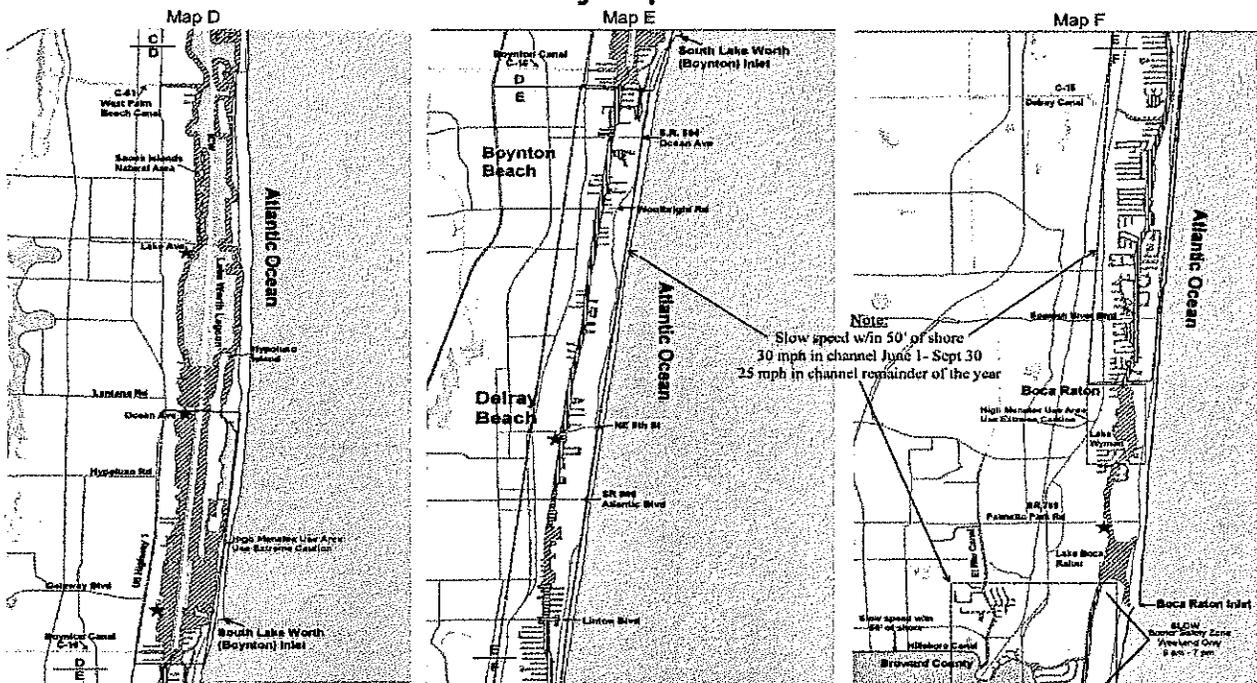
# EXHIBIT A



## Quick Reference Guide



# Palm Beach County Waterway Speed Zones



Note: Waterway speed zones were established by FWC and defined in FAC 68D-24.017 (Boater Safety Zones) and FAC 68C-22.009 (Manatee Zones). For more information contact FWC @ 1-800-955-8771.





Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbegov.com/erm

■  
**Palm Beach County  
Board of County  
Commissioners**

Karen T. Marcus, Chair  
Shelley Vana, Vice Chair  
Paulette Burdick  
Steven L. Abrams  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

November 7, 2011

Major Daniel R. Smith, Agency Operations  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406

Dear Major Smith:

**SUBJECT: LAW ENFORCEMENT CONTRACT**

I am pleased to announce that Palm Beach County Sheriff's Office will be awarded up to \$16,875 for additional on-water law enforcement in the County's waterways. Law enforcement services shall be performed in accordance with the Interlocal Agreement (IA) executed in 2011, and from November 15, 2011, through March 31, 2012, at the rate of \$87.50 per hour.

Thank you for your commitment and dedication to protect the manatees. If you have questions, please call me at 233-2400 or Ms. Alessandra Medri at 233-2512.

Sincerely,

Robert Robbins, Director  
Environmental Resources Management

RR:AM:dab

R11-085

**INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SERVICES  
BETWEEN PALM BEACH COUNTY  
AND**

THIS AGREEMENT is made this 16<sup>th</sup> day of AUGUST, 2011, between City of Boynton Beach Police Department of Palm Beach County, Florida, hereinafter referred to as "Contractor", and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), 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 of Palm Beach County is empowered to establish and administer programs of conservation 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, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season; and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a revised standard form Interlocal Agreement for law enforcement services during manatee season; and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission has demonstrated that the increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

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

**1) Recitals**

The recitals set forth above are true and correct and form a part of this Agreement.

**2) Purpose.**

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Contractor and are not a replacement for said services.

**3) Location of Law Enforcement Services**

The Contractor shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit "A".

**4) Responsibility of Contractor**

A. The Contractor shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Contractor shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King and President's Day between the hours of 6 A.M. and 6

P.M. During the term of this Agreement, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Contractor shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Contractor shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review. The Contractor shall provide the following information with the invoice: Standard Marine Enforcement Monthly Report Form (form to be provided by the County); documentation of warnings and citations issued to violators by the Contractor; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Contractor for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County Circuit Court, the Contractor shall immediately inform the County. The County will then determine whether the Contractor will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

##### **5) Responsibility of the County**

A. The County will reimburse the Contractor for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Contractor in the fulfillment of this Agreement. The County will reimburse the Contractor on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Contractor by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Contractor each

year prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15<sup>th</sup>** of each year to assess the quality and quantity of services being performed by the Contractor between November 15 and January 15 of each year. If it appears that the Contractor is not providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the County may issue an amended award letter ("Amended Award Letter") to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such funds may be reallocated to more productive Contractor(s).

**6) Effective Date and Term of the Agreement**

This Agreement shall take effect November 15<sup>th</sup>, 2011 and shall terminate on March 31<sup>st</sup>, 2014, unless earlier terminated as provided herein or extended by the parties.

**7) Authorized Representative**

A. The County's authorized representative is the Director of the Department of Environmental Resources Management, (561) 233-2400, West Palm Beach, Florida, or his designee.

B. The Contractor's authorized representative is Sgt. Suzanne Gitto (561) 742-6141, or his/her successor.

**8) Independent Contractor**

A. 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 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.

B. All employees and agents of the Contractor who perform any act or service under the terms of this Agreement shall at all times be considered employees of the Contractor and not of the County. The Contractor will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment for those employees performing Services as provided herein.

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A. For reimbursement to occur, the Contractor shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs

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#### **10) Compliance with Codes and Laws**

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

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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.

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This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners.

#### **13) 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 Contractor:

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

Fax: (561) 742-6011

Copy to:  
Boynton Beach Police Department  
Attn: Sgt. Suzanne Gitto  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435  
Fax: (561) 742-6847

As to County:  
Palm Beach County  
Director of Department of Environmental Resources Management  
2300 N. Jog Road - 4th Floor  
West Palm Beach, FL 33411-2743  
Fax: (561) 233-2414

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.

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A. 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 ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

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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 or any other covenant.

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This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

**29) Delegation of Authority to Execute this Agreement.**

The Board of County Commissioners of Palm Beach County, Florida delegated the authority to execute this Agreement to the County Administrator or his designee on July 25<sup>th</sup>, 2011 in Resolution R N/A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA  
BY: IT'S BOARD OF COUNTY  
COMMISSIONERS

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

  
\_\_\_\_\_  
Director  
Department of Environmental Resources Management

APPROVED TO FORM AND  
LEGAL SUFFICIENCY:

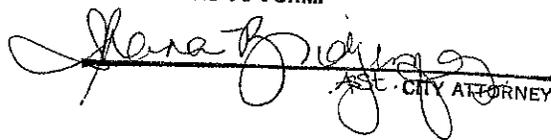


County Attorney

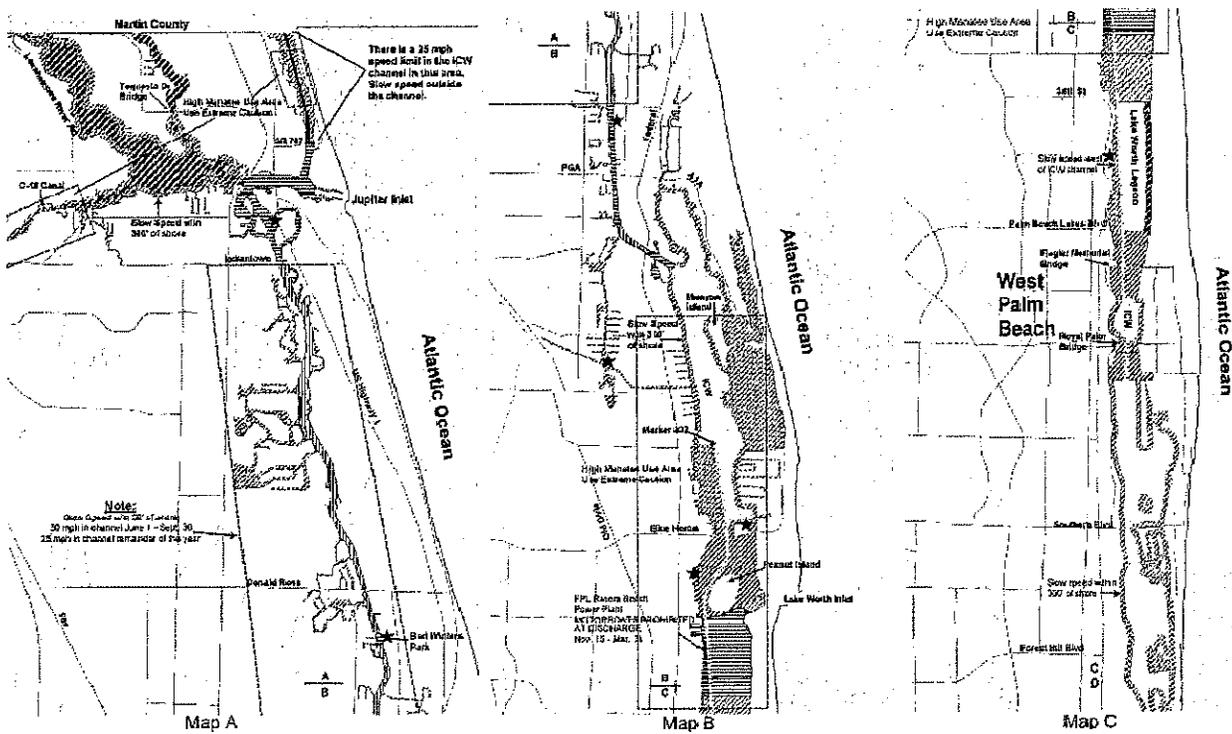
CITY OF BOYNTON BEACH

By:   
City Manager

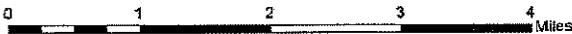
APPROVED AS TO FORM:

  
CITY ATTORNEY

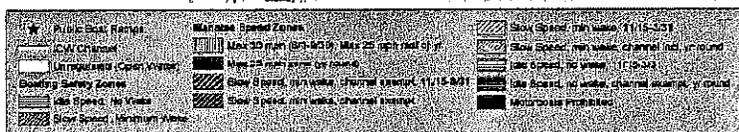
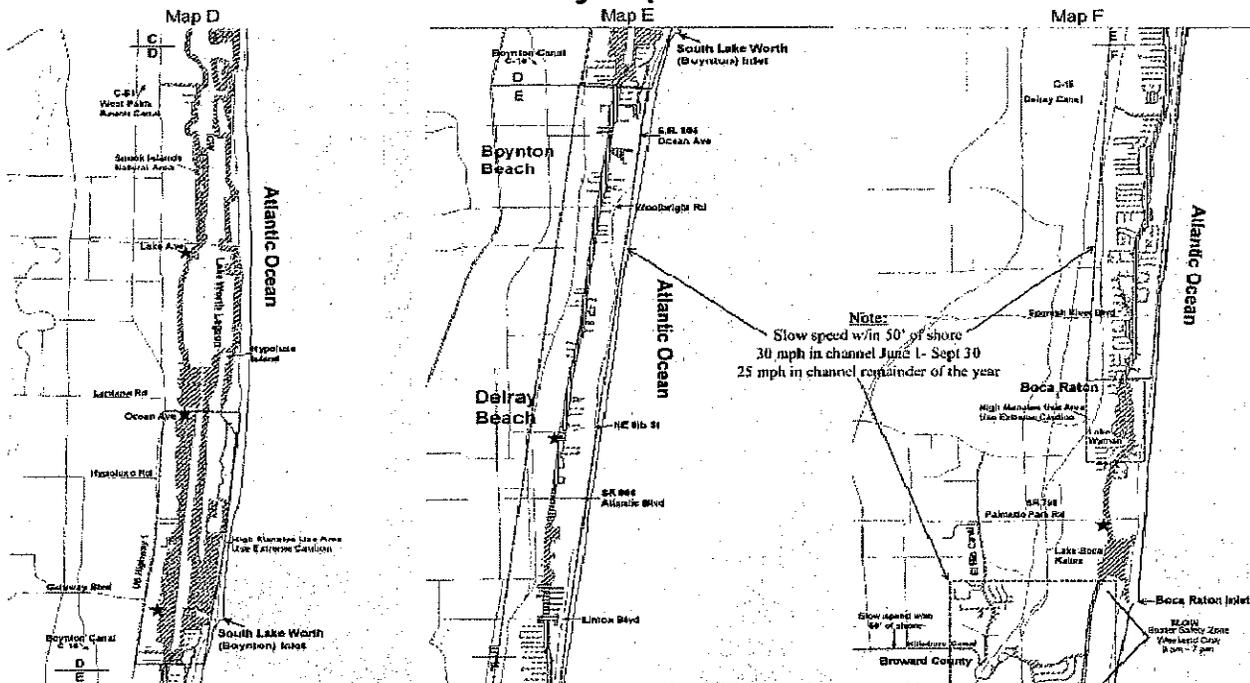
# EXHIBIT A



### Quick Reference Guide



## Palm Beach County Waterway Speed Zones



Note: Waterway speed zones were established by FWC and defined in FAC 68D-24.017 (Boater Safety Zones) and FAC 68C-22.009 (Nuisance Zones). For more information contact FWC @ 1-800-955-8777.





Department of Environmental  
Resources Management  
2300 North Jog Road, 4<sup>th</sup> Floor  
West Palm Beach, FL 33411-2743  
(561) 233-2400  
FAX: (561) 233-2414  
www.pbcgov.com/erm

■  
**Palm Beach County  
Board of County  
Commissioners**

Karen T. Marcus, Chair  
Shelley Vana, Vice Chair  
Paulette Burdick  
Steven L. Abrams  
Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

November 7, 2011

Sergeant Suzanne Gitto  
Boynton Beach Police Department  
100 E. Boynton Beach Blvd.  
Boynton Beach, FL 33435

Dear Sergeant Gitto:

**SUBJECT: LAW ENFORCEMENT CONTRACT**

I am pleased to announce that Boynton Beach Police Department will be awarded up to \$16,875 for additional on-water law enforcement in the County's waterways. Law enforcement services shall be performed in accordance with the Interlocal Agreement (IA) executed in 2011, and from November 15, 2011, through March 31, 2012, at the rate of \$87.50 per hour.

Thank you for your commitment and dedication to protect the manatees. If you have questions, please call me at 233-2400 or Ms. Alessandra Medri at 233-2512.

Sincerely,

Robert Robbins, Director  
Environmental Resources Management

RR:AM:dab

**INTERLOCAL AGREEMENT FOR  
LAW ENFORCEMENT SERVICES  
BETWEEN PALM BEACH COUNTY  
AND**

THIS AGREEMENT is made this 22 day of August, 2011, between Jupiter Police Department of Palm Beach County, Florida, hereinafter referred to as "Contractor", and Palm Beach County, a political subdivision of the State of Florida, (hereinafter "County"), 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 of Palm Beach County is empowered to establish and administer programs of conservation 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, in October of 1989, the Florida Governor and Cabinet directed thirteen (13) "key" manatee counties, including Palm Beach County, to prepare a Manatee Protection Plan ("MPP"); and

WHEREAS, on August 21, 2007, the Board of County Commissioners approved a MPP that provides for increased law enforcement presence in the County's waterways, as one means to provide greater manatee protection; and

WHEREAS, on December 18, 2007, the Board of County Commissioners approved a Resolution (2007-2277) with a standard form Interlocal Agreement with law enforcement agencies for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season; and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a revised standard form Interlocal Agreement for law enforcement services during manatee season; and

WHEREAS, studies performed by the Florida Fish and Wildlife Conservation Commission has demonstrated that the increased law enforcement presence is the most effective means to gain compliance with boater speed zones; and

WHEREAS, the parties wish to enter into an agreement for the provision of an increased level of marine law enforcement services during manatee season, as provided herein.

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

**1) Recitals**

The recitals set forth above are true and correct and form a part of this Agreement.

**2) Purpose.**

The purpose of this Interlocal Agreement (the "Agreement") is to provide for additional marine law enforcement services within estuarine waters of the County during manatee season, which begins November 15th and ends the following March 31st. The law enforcement services provided herein are intended to be in addition to the level of law enforcement services already provided by the Contractor and are not a replacement for said services.

**3) Location of Law Enforcement Services**

The Contractor shall provide marine law enforcement services, hereinafter referred to as "services", within the geographical area over which it has jurisdiction to enforce the law, such shall be hereafter referred to as the "Enforcement Area" and is included within the estuarine waters of Palm Beach County which are more specifically described in Exhibit "A".

**4) Responsibility of Contractor**

A. The Contractor shall enforce State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, and manatee protection; assist in the investigation, apprehension, and prosecution of violators of existing boat and manatee protection speed zones; assist in the monitoring of waterway markings and regulatory signs in the Enforcement Area; and assist in educating boaters about manatee and boater safety issues.

B. During the term of this Agreement, the Contractor shall provide law enforcement officer(s) to patrol the waters of the Enforcement Area and to enforce all applicable laws. The law enforcement officer(s) shall provide services on Saturday, Sunday and Martin Luther King and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays at the request of the County. Requests for the provision of law enforcement services on a day or days in addition to the regularly scheduled days or times shall be made in writing prior to the date when such services are needed.

C. The Contractor shall furnish and supply all labor, supervision, equipment (including but not limited to a vessel), insurance, and supplies necessary to perform under this Agreement.

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

E. The Contractor shall submit invoices for payment to the County on a monthly basis. Invoices shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be in sufficient detail for pre-audit and post-audit review. The Contractor shall provide the following information with the invoice: Standard Marine Enforcement Monthly Report Form (form to be provided by the County); documentation of warnings and citations issued to violators by the Contractor; and monthly payroll documentation for hours worked by any officer who performs services under the terms of this Agreement. Unless explicitly requested by the County, the County will not reimburse the Contractor for the presence of more than one officer per boat.

F. In the event that during the term of this Agreement an officer issues a citation, which is challenged in the Palm Beach County Circuit Court, the Contractor shall immediately inform the County. The County will then determine whether the Contractor will be reimbursed under the terms of this Agreement for the time expended by the officer to attend such court proceeding.

##### **5) Responsibility of the County**

A. The County will reimburse the Contractor for law enforcement services as provided for herein at the rate of \$87.50 per hour per officer for on-water enforcement activity and approved court proceedings, which includes the cost of salaries, fringe benefits, and all other services and expenses incurred by the Contractor in the fulfillment of this Agreement. The County will reimburse the Contractor on a monthly basis at the rate provided herein, provided that a proper invoice detailing such services is received and approved by the County. In no event shall the total amount paid to the Contractor by the County exceed a total amount set annually by the County by October 1st of each year, which will be defined in an award letter ("Award Letter") sent to the Contractor each year prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15<sup>th</sup>** of each year to assess the quality and quantity of services being performed by the Contractor between November 15 and January 15 of each year. If it appears that the Contractor is not providing sufficient law enforcement services to expend the funds set aside for the Contractor per the Award Letter, the County may issue an amended award letter ("Amended Award Letter")

to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such funds may be reallocated to more productive Contractor(s).

**6) Effective Date and Term of the Agreement**

This Agreement shall take effect November 15, 2011 and shall terminate on April 30, 2014, unless earlier terminated as provided herein or extended by the parties.

**7) Authorized Representative**

A. The County's authorized representative is the Director of the Department of Environmental Resources Management, (561) 233-2400, West Palm Beach, Florida, or his designee.

B. The Contractor's authorized representative is Sergeant Adam Hirsch

C. (561) 741-2624, or his/her successor.

**8) Independent Contractor**

A. 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 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.

B. All employees and agents of the Contractor who perform any act or service under the terms of this Agreement shall at all times be considered employees of the Contractor and not of the County. The Contractor will be responsible for supervising, disciplining, and setting policies pertaining to terms and conditions of employment for those employees performing Services as provided herein.

**9) Payment**

A. For reimbursement to occur, the Contractor shall submit invoices to the County that shall include a reference to this Agreement, identify the amount due and payable to the Contractor, and include records sufficient to substantiate the costs incurred. Invoices shall be itemized in sufficient detail for prepayment audit thereof. The Contractor shall provide additional documentation to support any invoice if requested by the County. Invoices received from the Contractor shall be reviewed by the Department of Environmental Resources Management and upon approval shall be sent to the County's Finance Department for final approval and payment. Invoices will normally be paid within forty-five (45) days of receipt. In the case of a dispute involving the amounts due to the Contractor, payment may be delayed.

B. In order for both parties herein to close their books and records at the conclusion of each manatee season, the Contractor will clearly state "final invoice" on the Contractor's final/last invoice to the County. This shall constitute the Contractor's certification that all services have been properly performed and all charges and costs have been invoiced to the County. Any other charges not properly included on this final invoice are waived by the Contractor.

**10) Compliance with Codes and Laws**

Each party agrees to abide by all applicable laws, orders, rules, and regulations in the performance of this Agreement.

**11) 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.

**12) Funding**

This Agreement is expressly contingent upon annual appropriations by the Palm Beach County Board of County Commissioners.

**13) 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 Contractor:

Chief Frank Kitzerow \_\_\_\_\_

Address: 210 Military Trail \_\_\_\_\_

City, State, Zip: Jupiter, Florida 33458 \_\_\_\_\_

Fax: 561-746-4545 \_\_\_\_\_

As to County:

Palm Beach County

Director of Department of Environmental Resources Management

2300 N. Jog Road - 4th Floor

West Palm Beach, FL 33411-2743

Fax: (561) 233-2414

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.

**14) Default, Termination, Opportunity to Cure**

A. 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 ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

B. Either party may terminate this Agreement without cause by giving thirty (30) days prior written notice.

**15) Waiver or 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 or any other covenant.

**16) Indemnification**

The Contractor shall be responsible for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the Contractor.

**17) Insurance**

A. Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the Contractor acknowledges to be 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.

B. In the event the Contractor maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, The Contractor shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

C. The Contractor agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

D. When requested, the Contractor shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the County agrees to recognize as acceptable for the above mentioned coverages.

E. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Agreement.

**18) Applicable Law**

Any litigation arising from or relating to this Agreement will be governed by the laws of the State of Florida and the venue in any such proceeding will be exclusively in Palm Beach County, Florida.

**19) Severability**

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held to be invalid by a court of competent jurisdiction, such will not affect the remaining portions of this Agreement and the same will remain in full force and effect.

**20) Enforcement Costs**

Any costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms or conditions of this Agreement will be borne by the respective parties. This provision pertains only to the parties to the Agreement.

**21) Counterparts**

This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, all of which together will constitute one (1) and the same instrument.

**22) Captions**

The captions and section designations set forth herein are for convenience only and have no substantive meaning.

**23) Exhibits**

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

**24) Assignment**

This Agreement is not assignable by either party.

**25) Equal Opportunity**

The County and the Contractor agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, age, marital status, sexual orientation, familial status, gender identity or gender expression 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.

**26) Construction**

This Agreement shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

**27) Modification and Amendment**

Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formalities used to execute this Agreement.

**28) Entirety of Agreement**

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

**29) Delegation of Authority to Execute this Agreement.**

The Board of County Commissioners of Palm Beach County, Florida delegated the authority to execute this Agreement to the County Administrator or his designee on JULY 25<sup>th</sup>, 2011 in Resolution R N/A.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

ATTEST:

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

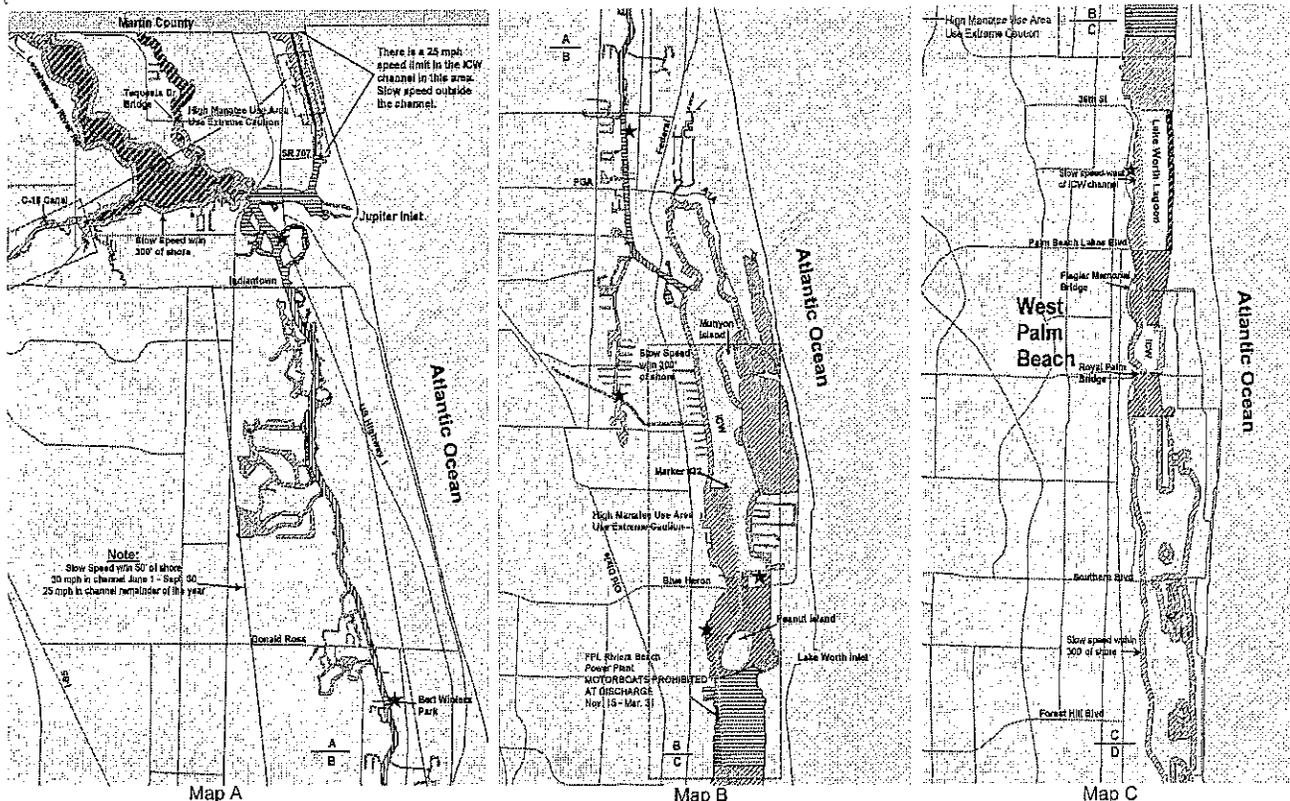
PALM BEACH COUNTY, FLORIDA  
BY: IT'S BOARD OF COUNTY  
COMMISSIONERS  
Richard E. Mahoney  
Director  
Department of Environmental  
Resources Management

APPROVED TO FORM AND  
LEGAL SUFFICIENCY:

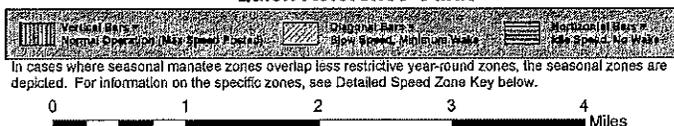
Anne Helgenst  
County Attorney

JUPITER POLICE DEPARTMENT

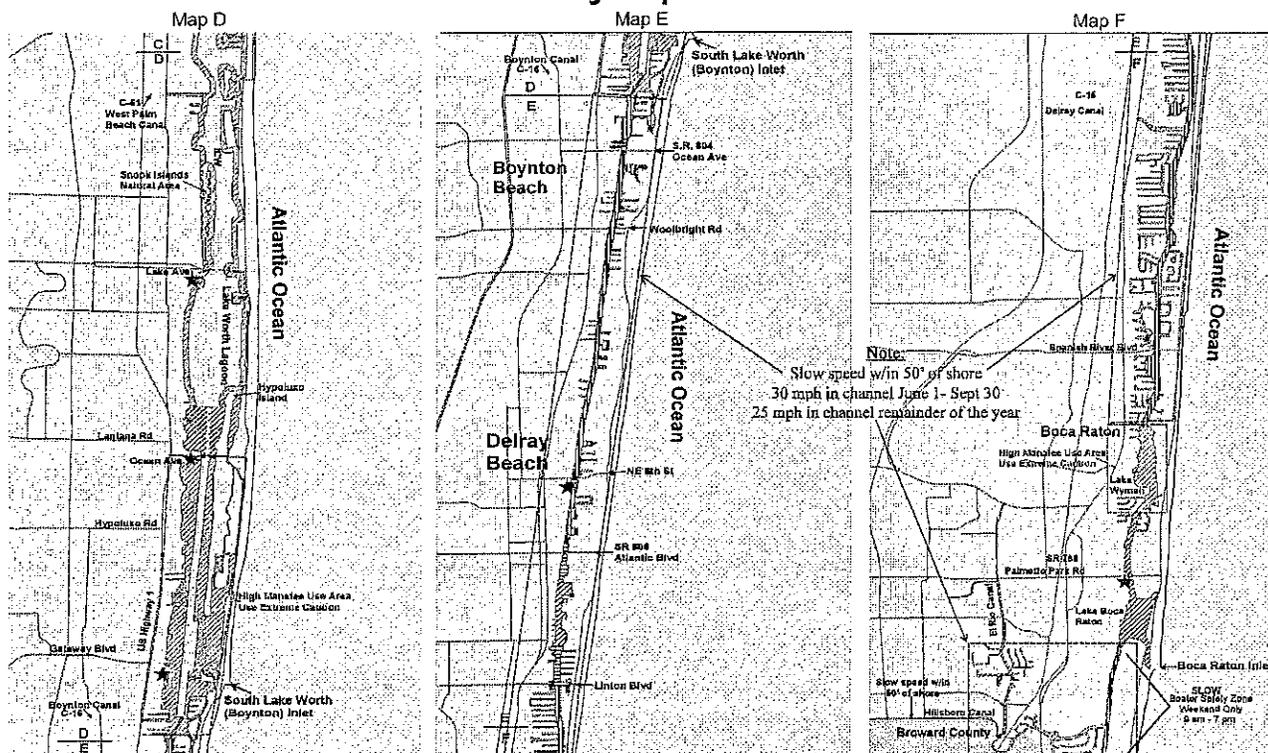
By: [Signature]  
Chief of Police



### Quick Reference Guide



## Palm Beach County Waterway Speed Zones



Note: Waterway speed zones were established by FWC and defined in FAC 68D-24.017 (Boater Safety Zones) and FAC 68C-22.009 (Manatee Zones). For more information contact FWC @ 1-800-955-8771.



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■  
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Burt Aaronson  
Jess R. Santamaria  
Priscilla A. Taylor

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

November 7, 2011

Chief of Police Frank J. Kitzerow  
Town of Jupiter  
Jupiter Police Department  
210 Military Trail  
Jupiter, FL 33458

Dear Chief Kitzerow:

**SUBJECT: LAW ENFORCEMENT CONTRACT**

I am pleased to announce that Jupiter Police Department will be awarded up to \$16,875 for additional on-water law enforcement in the County's waterways. Law enforcement services shall be performed in accordance with the Interlocal Agreement (IA) executed in 2011, and from November 15, 2011, through March 31, 2012, at the rate of \$87.50 per hour.

Thank you for your commitment and dedication to protect the manatees. If you have questions, please call me at 233-2400 or Ms. Alessandra Medri at 233-2512.

Sincerely,

Robert Robbins, Director  
Environmental Resources Management

RR:AM:dab