



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	\$1,455,135	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(1,410,135)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>45,000</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes   x   No \_\_\_\_\_  
 Budget Account No.: Fund 3653 Department 381 Unit M703 Object 4630  
 Program \_\_\_\_\_

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

Florida Department of Environmental Protection Grant Agreement No. 11PB1  
 Florida Inland Navigation District, Project Agreement No. ICW-PB-12-01  
 Florida Inland Navigation District, Interlocal Agreement No. ICW-PB-13-01  
 City of Boynton Beach Interlocal Agreement  
 Waterfront Access Bond (Parks)

**C. Department Fiscal Review:**

Each partner's share to be determined after dredge volumes are calculated.

*JP*

**III. REVIEW COMMENTS**

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

*[Signature]* 1/17/2013  
 OFMB 1/17/13 cc 117 1/16  
*[Signature]* 1/24/13  
 Contract Development and Control 1/24/13

**B. Legal Sufficiency:**

*[Signature]* 1/25/13  
 Assistant County Attorney

**C. Other Department Review:**

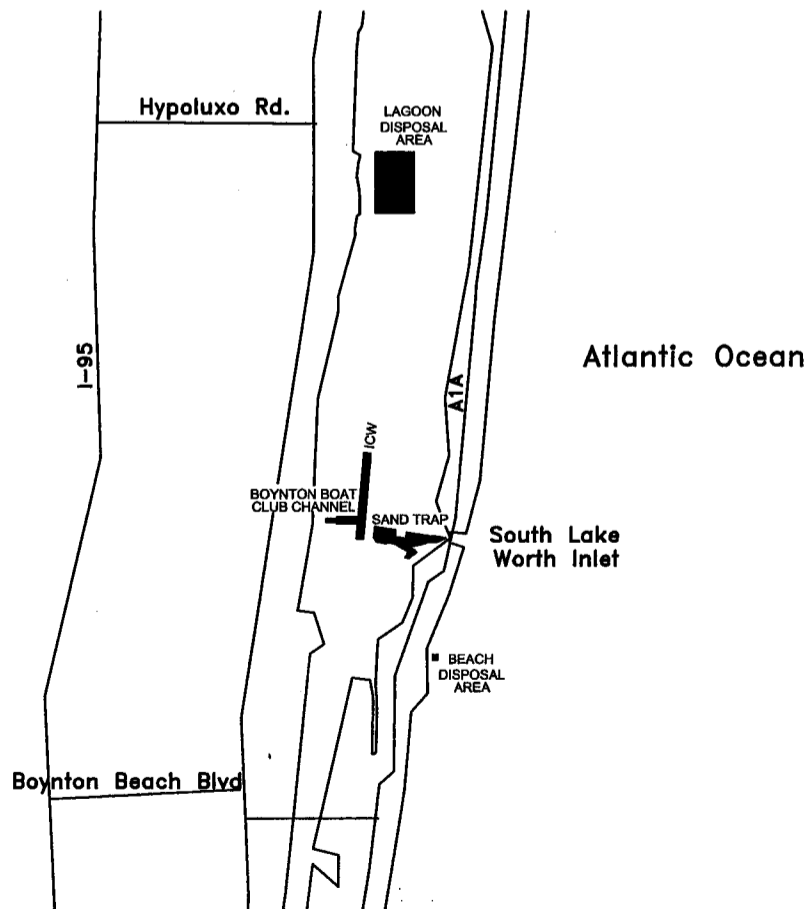
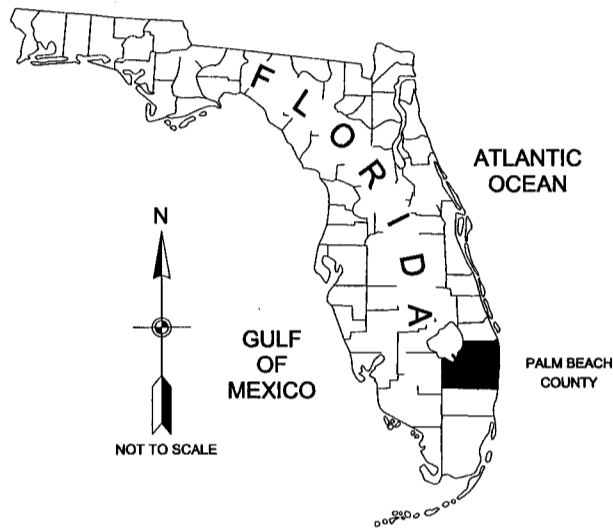
*[Signature]*  
 Department Director, Parks and Recreation

**(continued from Page 1):**

**Summary:** This project involves hydraulic dredging of sand to the beach and mechanical dredging of fines and rock from the following locations; SLWI sand trap, the Boynton Boat Club Channel, and the Intracoastal Waterway (ICW) navigation channel for Lagoon disposal. Three (3) bids were received for this Project. Center Marine Contracting LLC, a Seminole County company, submitted the second lowest bid, but was the lowest responsive, responsible bidder with a bid that was within the range for ranking of responsive bidder consideration with 22.44% Small Business Enterprise (SBE) participation. The lowest bid did not include SBE participation and was only 4.5% below the next lowest bidder. The Interlocal Agreement with FIND reimburses the County for hydraulic and mechanical dredging costs estimated to be \$432,221, which includes project management, design, permitting, hydraulic and mechanical dredging and disposal, and all permit-required monitoring. The term of the Agreement is from the date of execution through September 30, 2014. The Interlocal Agreement with the City reimburses the County for hydraulic and mechanical dredging costs estimated to be \$93,000, which includes project management, design, permitting, hydraulic and mechanical dredging and disposal, and all permit-required monitoring. The term of the Agreement is from the date of execution through November 30, 2014. District 4 (JM)

**Background and Justification:** Bids were received through the Department of Environmental Resources Management by the Board of County Commissioners on December 18, 2012. The Contract is partially funded by a grant agreement with the Florida Department of Environmental Protection (FDEP) (R2012-1115) and a project agreement with FIND. The FDEP will reimburse the County for up to 75% of its Sand Trap costs under Project Agreement No. 11PB1 Amendment 1 (R2012-1115). FIND Project Agreement No. ICW-PB-12-01 reimburses the County for a portion of the Sand Trap and Boynton Boat Club Channel dredging costs. The City of Boynton Beach Interlocal Agreement reimburses the County for the remainder of the Boynton Boat Club Channel dredging costs. FIND Interlocal Agreement (ICW-PB-13-01) will reimburse the County for the cost to dredge the ICW Cut P-50 and a proportional share of the non-dredging costs.

# PROJECT LOCATION MAP



PALM BEACH COUNTY  
ENVIRONMENTAL  
RESOURCES  
MANAGEMENT

PROPOSED 2013  
MAINTENANCE DREDGING AND DISPOSAL  
LOCATION MAP

SCALE: NTS

ATTACHMENT 3

**Palm Beach County  
Department of Environmental Resources Management  
Construction Contract Bid Evaluation Summary**

**Project No.:** 2012ERM04

**Project Name:** Maintenance Dredging in the Vicinity of South Lake Worth Inlet

**Bid Opening:** December 18, 2012

**I. Lowest responsive, responsible bidder:**

Center Marine Contracting LLC

**II. Bidders, ranked from lowest to highest:**

Bidder	Evaluated Bid Amount	SBE Participation	Business Location
1. Cavache, Inc.	\$ 1,389,395.00	0.00%	Regional
2. Center Marine Contracting LLC	\$ 1,455,134.46	22.44%	Non-Local
3. Orion Marine Construction, Inc.	\$ 2,655,965.80	4.22%	Non-Local

N/E = Not Evaluated

**III. Disqualified bidders:**

Bidder	Reason
1. NONE	N/A

**IV. Alternate Bid Items used to determine Evaluated Bid Amount:**

N/A.

**V. Did SBE Participation affect bid ranking?**

Yes.

**VI. Did Local Preference affect bid ranking?**

No.

**VII. Will Contract Award Amount differ from Evaluated Bid Amount?**

No.

**Palm Beach County  
Department of Environmental Resources Management  
Construction Contract Bid Tabulation**

Project No.: 2012ERM04

Project Name: Maintenance Dredging in the Vicinity of South Lake Worth Inlet

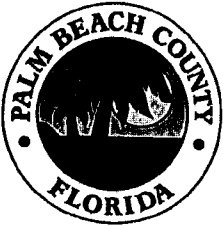
Bid Opening: December 18, 2012

Contract Time: 150 calendar days

Phase	BASE BID ITEMS	QUANTITY	UNIT	ERM Estimate		Average of All Bids UNIT COST	Cavache, Inc.		Center Marine Contracting, LLC		Orion Marine Construction, Inc.	
				UNIT COST	TOTAL COST		UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
<b>Phase I</b>												
1	Mobilization/Demobilization	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 485,725.61	\$583,321.05	\$ 583,321.05	\$526,500.00	\$ 526,500.00	\$347,355.78	\$ 347,355.78
2	Maintenance of Traffic	1	LS	12,000.00	12,000.00	11,520.20	9,490.00	9,490.00	17,550.00	17,550.00	7,520.61	7,520.61
3	Construction Surveys & As-Built Drawings	1	LS	80,000.00	80,000.00	65,576.06	55,150.00	55,150.00	58,500.00	58,500.00	83,078.19	83,078.19
4	Hydraulic Dredging Sand Trap - Sand Placed on Beach	35,486	CY	8.00	283,888.00	9.02	3.45	122,426.70	12.00	425,832.00	11.62	412,347.32
5	Hydraulic Dredging ICW - Sand Placed on Beach	13,395	CY	8.00	107,160.00	9.94	5.95	79,700.25	12.00	160,740.00	11.88	159,132.60
6	Hydraulic Dredging Boat Channel - Sand Placed on Beach	5,330	CY	8.00	42,640.00	12.33	7.90	42,107.00	12.00	63,960.00	17.08	91,036.40
7	Remove/Re-install Channel Markers in Sand Trap	4	EA	800.00	3,200.00	3,297.48	5,095.00	20,380.00	1,178.19	4,712.76	3,619.25	14,477.00
<b>Phase II</b>												
8	Mechanical Dredging Sand Trap - Spoil (sand, sand and rock, and rock) placed in Half Moon Bay Hole or in Artificial Reef	32,050	CY	18.00	576,900.00	20.80	13.50	432,675.00	5.34	171,147.00	43.57	1,396,418.50
9	Mechanical Dredge ICW and Boat Channel - Spoil (sand and fines) placed in Half Moon Bay Hole	4,905	CY	14.00	68,670.00	14.61	9.00	44,145.00	5.34	26,192.70	29.48	144,599.40
<b>BASE BID</b>				<b>\$1,289,458.00</b>			<b>\$ 1,389,395.00</b>		<b>\$ 1,455,134.46</b>		<b>\$ 2,655,965.80</b>	

This tabulation is not a recommendation for award. All bids are subject to compliance review and approval. Numbers in **bold italic** indicate a calculation correction.

ATTACHMENT 4



Office of  
Small Business Assistance  
50 South Military Trail, Suite 202  
West Palm Beach, FL 33415  
(561) 616-6840  
Fax: (561) 616-6850  
www.pbcgov.com/osba

Palm Beach County  
Board of County  
Commissioners  
Steven L. Abrams, Chairman  
Priscilla A. Taylor, Vice Chair  
Hal R. Valeche  
Paulette Burdick  
Shelley Vana  
Mary Lou Berger  
Jess R. Santamaria

County Administrator  
Robert Weisman

"An Equal Opportunity  
Affirmative Action Employer"

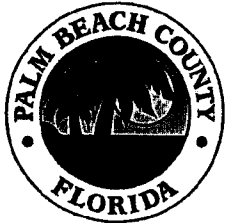
**DATE:** December 21, 2012  
**TO:** Daniel Bates - Deputy Director  
Environmental Resources Management  
**Through:** Allen Gray, Manager of Office of Small Business  
Assistance *A. Gray*  
**FROM:** Tanoy Williams, Compliance Specialist II *TW*  
**SUBJECT:** Compliance Review on Project No. 2012ERM04  
Maintenance Dredging in the Vicinity of Lake  
Worth Inlet

The following is Compliance Review of SBE participation  
on the above-mentioned project.

**LOW BIDDER:** CAVACHE, INC.  
280 NW 12<sup>th</sup> Avenue  
Pompano Beach, FL 33069  
Phone: 954-568-0007  
Bid Opening: December 18, 2012  
Bid Amount: \$1,389,395.00  
**Goal:** 15% Overall  
**Goal Achieved:** 0.00%

**SBE Participation:**  
None \$0.00 0.00%

**2<sup>nd</sup> Low Bidder:** CENTER MARINE CONTRACTING, LLC  
3810 St. John's Parkway  
Sanford, FL 32771  
Phone: 407-474-1274  
Bid Amount: \$1,455,134.46  
**Goal:** 15% Overall  
**Goal Achieved:** 22.44%



**SBE Participation:**

(HB) Palm Beach Marine      **\$326,677.00**      **22.44%**

**3<sup>rd</sup> Low Bidder:**

**ORION MARINE CONSTRUCTION, INC.**

5440 West Tyson Avenue  
Tampa, FL 33611

Phone:                      813-839-8441  
Bid Amount:                \$2,655,965.80  
Goal Achieved:             **4.25%**

**SBE Participation:**

(SB) Dunn's Aerial Photo	\$ 975.00	0.03%
(SB) Sea Diversified	<u>\$112,100.00</u>	<u>4.22%</u>
	<b>\$113,075.00</b>	<b>4.25%</b>

**EVALUATION**

The low bidder, **CAVACHE, INC.**, has not met the SBE goal for this project.

The second low bidder, **CENTER MARINE CONTRACTING, LLC.** has met the SBE goal for this project and falls within the range for ranking of responsive bidders,

cc: Tammy Fields, Chief Assistant County Attorney  
File



**INTERLOCAL AGREEMENT BY AND BETWEEN**

**PALM BEACH COUNTY**

**AND THE**

**FLORIDA INLAND NAVIGATION DISTRICT**

**PROJECT # ICW-PB-13-01**

This PROJECT AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Florida Inland Navigation District, an independent special taxing District of the State of Florida (hereinafter the "District"), and Palm Beach County, a political sub-division of the State of Florida (hereinafter the "County").

**WITNESSETH**

**WHEREAS**, the County and the District have agreed to participate in the Maintenance Dredging of Cut P-50 of the Intracoastal Waterway in Palm Beach County (hereinafter the "Project" as shown in Exhibits "A") in conjunction with the County's maintenance dredging of the South Lake Worth Inlet Sand Trap and the access channel to the City of Boynton Beach's Boat Club Park Boat Ramp; and

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

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

**WHEREAS**, Section 163.01, Florida Statutes, 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

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

**Section 1. Purpose.** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the funding being provided with respect to the Project.

**Section 2. Funding Responsibilities.**

a. **Responsibilities of the District.** The District agrees to provide the necessary funding for the completion of the Project which is currently estimated at Four Hundred Thirty-Two Thousand, Two Hundred Twenty-One Dollars (\$432,221), the "Project Amount". The Project is more specifically described in the Exhibits A and it is specifically noted that the actual cost of the Project will be determined by a competitive bid process. The District will have the right to approve or reject the final bid amount for the Project prior to the County awarding a bid for the Project. Any modifications to the Project shall require advance notice to, and the prior written approval of, the District. Payment of funds by the District to the County will be on a reimbursement basis only, and only for those authorized project costs shown on the attached Exhibits A and meeting the requirement that such costs are necessary and reasonable for the effective and efficient accomplishment of the Project and are directly allocable thereto. Unless specifically identified on the attached Exhibits A, the parties agree that there shall be no reimbursement by the District for any obligation and expenditure of the County made prior to the execution of this Agreement.

b. **Responsibilities of the County.** The County agrees to provide project design, permitting, contracting, and construction management and observation for the completion of the Project. County shall complete, or cause to be completed, the Project and submit all required payment reimbursement information on or before September 01, 2014. The District, by prior written approval, may extend funding under this Interlocal Agreement for one (1) year beyond September 30, 2014, with such extension of the Project period being at the sole discretion of the District. Any request for the extension of the Project period and associated funding beyond September 30, 2014 shall require submittal by the County of a request for extension to the District no later than July 1, 2014. This request will then be considered by the District Board, whose decision shall be final.

c. **Reimbursement Procedures.** Project Costs shall be reported to the District and summarized on the Payment Reimbursement Request Form attached as Exhibit B, along with supporting documentation including an after dredge hydrographic survey of the Project area, bills and canceled payment vouchers for expenditures. Upon completion of the Project, the County shall submit to the District a request for final reimbursement of the District's funding. This final payment shall be paid upon (i) receipt of the Final Audit report, if requested by the District, of expenses incurred on the Project by the County, (ii) full completion of the Project to the reasonable satisfaction of the District, (iii) submission of an after dredge hydrographic survey of the Project area, and (iv) submission of Project Completion Certification Form (attached hereto as Exhibit C).

d. **Noncompliance.** The District shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for noncompliance by the County with any of the terms of this Agreement. Upon notification from the District, the County shall reimburse such funds directly to the District. The provisions of Section 2.d. shall survive completion of the Project.

**Section 3. Effective Date and Term.** This Agreement shall take effect upon execution and shall terminate upon the date set forth in Section 2.b. for the completion of the Project, unless such time has been extended by the District.

**Section 4. Compliance with Codes and Laws.** Each party agrees to abide by all applicable laws, orders, rules, and regulations, with County being responsible for obtaining and abiding federal, state and local permits necessary for the development and completion of the Project.

**Section 5. Access and Audits.** The County shall maintain adequate records to justify all charges, expenses, and costs incurred in paying for the Project for at least three (3) years after completion of the Project. The District shall have access to all books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours.

**Section 6. Independent Contractor.** The parties agree that the District is an independent contractor and not an agent or servant of the County. 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.

**Section 7. Liability.** The parties to this Agreement shall not be deemed to assume any liability for the negligence or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes. County acknowledges that the District, its employees, commissioners and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation or maintenance of the Project.

**Section 8. Breach and Opportunity to Cure.** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

**Section 9. Litigation Costs/Venue.** In the event that the District or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in Palm Beach County, Florida.

**Section 10. Notice.** Any notices required to be given under this Agreement shall be in writing and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

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

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

**Section 11. 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 formality and equality of dignity herewith.

**Section 12. Remedies.** This Agreement shall be construed by and governed by the laws of the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 13. Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be constructed more severely against one of the parties than the other.

**Section 14. Captions.** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 15. Severability.** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

**Section 16. Rights and Duties/Assignment.** Rights and duties arising under this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors and permitted assigns and shall, unless the context clearly requires otherwise, survive the completion of the Project. The County may not assign this Agreement or any interest hereunder without the express prior written consent of the District. In the event the County transfers ownership or management of the Project to a party or parties not now a part of this document, other than another governmental entity that agrees to assume, in writing, County's

obligation hereunder, the District retains the right to full reimbursement from the County to the full extent of the funding assistance provided by the District, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the District in collecting said reimbursement.

**Section 17. Entirety of Agreement.** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**Section 18. Status Reports -** The PROJECT SPONSOR'S Liaison Agent shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #95-02 (Exhibit D). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit D may result in revocation of this Agreement.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

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

WITNESSES:

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

FLORIDA INLAND NAVIGATION DISTRICT

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

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

[Official Seal]

ATTEST:

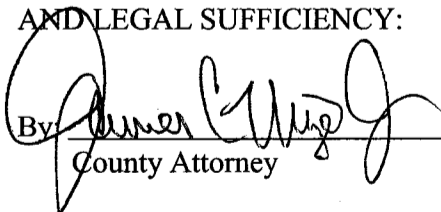
SHARON R. BOCK,  
CLERK AND COMPTROLLER

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

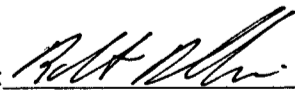
PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS, a political  
subdivision of the State of Florida

By: \_\_\_\_\_  
Steven L. Abrams, Chairman

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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

APPROVED AS TO TERMS AND  
CONDITIONS:

By:  \_\_\_\_\_  
Robert Robbins, Director  
Environmental Resources Management

**EXHIBIT A**

**FLORIDA INLAND NAVIGATION DISTRICT  
2012 INTERLOCAL AGREEMENT**

**PROJECT COST ESTIMATE**

**PROJECT TITLE:** SOUTH LAKE WORTH INLET – ICW CUT P-50 DREDGING

**PARTICIPANT:** PALM BEACH COUNTY

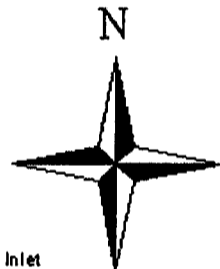
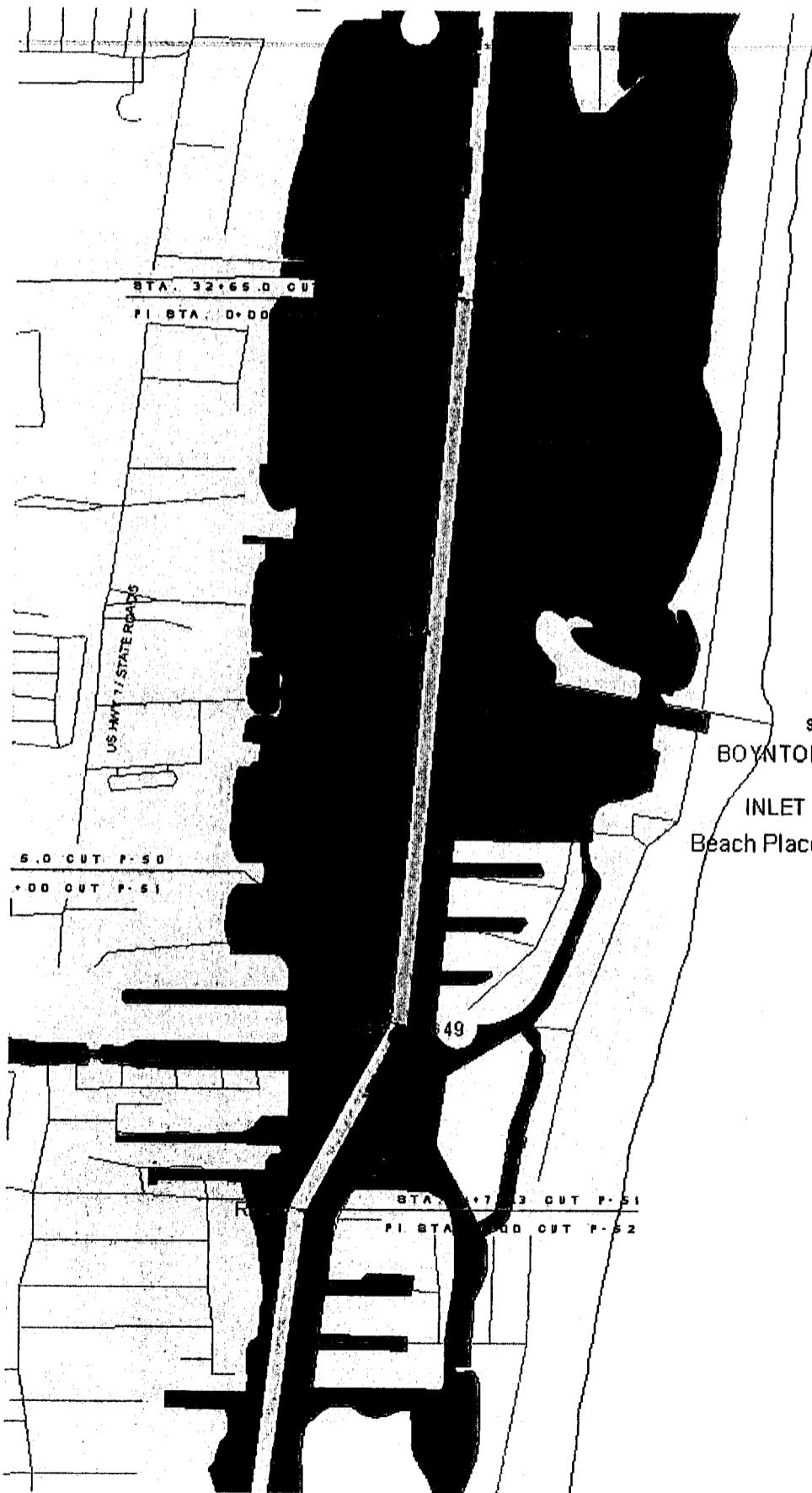
<b>Project Elements</b>		<b>FIND Cost</b>
<b>SEAGRASS SURVEYS</b>		\$17,430
<b>DESIGN AND PERMITTING</b> (engineering, contracting, construction oversight)		95,719
<b>CONSTRUCTION</b> hydraulic dredge, pump sand to beach	13,395 cy @ \$12.00/cy = \$160,740	
mechanical dredge (non-beach compatible sand), disposal offsite	4,905 cy @ \$5.34/cy = 26,193	
(mob/demob, maintenance of traffic, construction surveys)	132,139	391,072

**\*\* TOTAL =**

**\$ 432,221**



Exhibit "A"  
 CUT P-50 DREDGING  
 Location Map



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

Cut P-50

**EXHIBIT B**

**FLORIDA INLAND NAVIGATION DISTRICT  
INTERLOCAL AGREEMENT  
PAYMENT REIMBURSEMENT REQUEST FORM**

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

PROJECT SPONSOR: \_\_\_\_\_ BILLING NO.: \_\_\_\_\_

Amount of Assistance		_____
Funds Previously Requested	±	_____
Balance Available	=	_____
Funds Requested		_____
Less Retainage (10%)	±	_____
Check Amount	=	_____
Balance Available		_____
Less Check Amount	±	_____
Balance Remaining	=	_____

**SCHEDULE OF EXPENDITURES**

Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")	Vendor Name	Check No. and Date	Total Cost	Applicant Cost	FIND Cost
---	-------------	-----------------------	---------------	-------------------	--------------

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**EXHIBIT B CONTINUED**

**SCHEDULE OF EXPENDITURES**

<b>Expense Description (Should correspond to Cost Estimate Sheet Categories in Exhibit "A")</b>	<b>Vendor Name</b>	<b>Check No. and Date</b>	<b>Total Cost</b>	<b>Applicant Cost</b>	<b>FIND Cost</b>
---	--------------------	-------------------------------	-----------------------	---------------------------	----------------------

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Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement.

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

\_\_\_\_\_  
Date

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

**EXHIBIT C**  
**FLORIDA INLAND NAVIGATION DISTRICT**  
**INTERLOCAL AGREEMENT**

**Project Completion Certification**

Sponsor: \_\_\_\_\_

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

I hereby certify that the above referenced project was completed in accordance with the Interlocal Agreement between the Florida Inland Navigation District and \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_, and that all funds were expended in accordance with Exhibit "A" of the Interlocal Agreement.

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

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

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

**NOTARY SEAL**

**EXHIBIT D**

**INTERLOCAL PROJECT  
QUARTERLY STATUS REPORT**

[http://www.aicw.org/wapapp\\_pdf.jhtml?method=view&wapapp\\_pdf.id=1](http://www.aicw.org/wapapp_pdf.jhtml?method=view&wapapp_pdf.id=1)

**PROJECT NO.** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**PROJECT SPONSOR:** \_\_\_\_\_

**REPORT PERIOD**

	Oct 1-DEC 15	Dec 15-Mar 1	Mar 1-June 15	June 15-Sep 1
Report Due:	(Dec 31)	(March 15)	(June 30)	(Sep 15)

**WORK ACCOMPLISHED:**

**PROBLEMS ENCOUNTERED:**

**PERCENTAGE COMPLETION:**

**OTHER NOTABLE ITEMS:**

R13-001

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

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the CITY OF BOYNTON BEACH, a municipal corporation in the State of Florida, (the "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being hereinafter referred to collectively as the "parties".

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority that such agencies share in common and that each might exercise separately; and

WHEREAS, pursuant to Chapter 125.01, Florida Statutes, the Board of County Commissioners is empowered to establish and administer programs of beach erosion control and to enter into agreements with other governmental agencies within or outside the boundaries of the COUNTY for joint performance, or performance of one unit on behalf of the other, of any of either governmental entity's authorized functions; and

WHEREAS, pursuant to Chapter 166, Florida Statutes, the CITY is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY is planning to perform maintenance dredging of the South Lake Worth Inlet Sand Trap (the "Trap") and the South Lake Worth Inlet Intracoastal Waterway ("ICW"); and

WHEREAS, the CITY wishes to have maintenance dredging performed within the Boynton Beach Boat Club Park Navigation Access Channel ("Access Channel"), which is located in the vicinity of the Trap and ICW, and to have beach compatible sand discharged via pipeline below mean low water (MLW) offshore of Ocean Hammock Park and any non-beach compatible material mechanically dredged and disposed of in the Half Moon Bay Hole site via barge (hereinafter referred to as the "PROJECT"); and

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

and costs represented by the invoice amounts for at least five (5) years after completion of the PROJECT or termination of the Agreement, whichever occurs last. The COUNTY shall afford the CITY access to all books, records, and documents related to the PROJECT as required in this paragraph for purposes of inspection or audit during normal business hours.

- C. The COUNTY has submitted a request for and received funding assistance in order to offset the costs to complete the PROJECT and will provide a copy of the funding assistance contract to the CITY. The COUNTY will notify the CITY of the extent to which such funds reduce the CITY's financial obligation to pay for the PROJECT.
- D. Upon request by the CITY, the COUNTY shall provide the CITY with copies of any scopes of work, contracts, permits, surveys, aerials, reports and studies including pre- and post-construction monitoring reports, bid tabulations, schedules, change orders, plans and specifications related to the PROJECT. To the greatest extent possible, the above documents shall be provided in digital format.
- E. If at any time it becomes apparent that the PROJECT COST will exceed \$113,000, the County will immediately notify the CITY in writing.
- F. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

6. CITY Obligations.

- A. The CITY shall reimburse the COUNTY for all costs related to the PROJECT, which are estimated to be approximately \$93,000 ("PROJECT COST").
- B. The CITY agrees to pay the COUNTY for the following, which are included in the PROJECT COST: the cubic yard cost associated with dredging of the Access Channel and disposing of beach compatible dredged material via pipeline below MLW offshore of Ocean Hammock Park; the cubic yard cost associated with dredging of any non-beach compatible material and disposal via barge to the Half Moon Bay Hole site; all costs related to design, permitting, easements, bidding, project management (including overseeing mobilization, staging, dredging, disposal, turbidity monitoring, surveying and demobilization), seagrass monitoring and staff time based on the total cubic yards of material dredged compared to the total cubic yards of material dredged from the Access Channel, the Trap and ICW combined; and bathymetric survey costs based on the percentage of related line-miles surveyed compared to total line-miles surveyed for Access Channel, the Trap

and the ICW combined.

- C. The CITY shall appropriate adequate funds to cover the PROJECT COST.
- D. Invoices received from the COUNTY and approved by the CITY shall be paid within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify the PROJECT. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management at the address provided in Section 8.
- E. Notwithstanding any other provision herein, the CITY's obligation to pay under this Agreement is contingent upon an appropriation for its purpose by its CITY Council in its annual fiscal year budget during the term of this Agreement.

7. Party Representatives.

- A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management whose telephone number is (561) 233-2400.
- B. The CITY's representative/contract monitor during the term of this Agreement shall be the City Manager, whose telephone number is (561) 742-6010.

8. Notices. All formal notices between the parties shall be hand delivered or sent by certified mail, return receipt requested, to the party's Representative identified below in Section 8, at the below-cited address. All notices required by this Agreement shall be considered delivered *upon receipt*. A copy of all such notice shall also be sent to the following counsel by U.S. Mail.

Palm Beach County Environmental Resources Mgmt. 2300 North Jog Road, 4 <sup>th</sup> Floor West Palm Beach, FL 33411-2743	City Manager City of Boynton Beach 100 E. Boynton Beach Blvd. Boynton Beach, FL 33435-3838	Palm Beach County Attorney's Office 301 North Olive Avenue, 6 <sup>th</sup> floor West Palm Beach, FL 33401
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9. Default and Opportunity to Cure. The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default. If the defaulting party fails to correct the default within this time, unless otherwise agreed by the parties, the party not in default may terminate the Agreement at the expiration of the thirty (30) day time period.
10. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.



11. Recording. A copy of this Agreement shall be recorded and filed with the Clerk of the Circuit Court in and for Palm Beach County.
12. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or CITY.
13. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, the COUNTY shall indemnify, defend and hold harmless the CITY against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the CITY shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out the CITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. Nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.
14. Insurance. Each party shall maintain a fully funded program of self-insurance pursuant to Section 768.28 Florida Statutes.
15. Equal Opportunity. The COUNTY and the CITY agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, 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.
16. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

17. Waiver of 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 of any other covenant.
18. Entirety of Agreement. The CITY and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified superseded, or otherwise altered, except by written instrument executed by the parties hereto.
19. Independent Contractor. Each party recognizes that it is an independent contractor and not an agent or servant of the other party. No person employed by any party to this Agreement shall, in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law, except through and against the entity by whom they are employed.
20. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
21. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
22. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.
23. Amendments. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
24. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County *Code, Section 2-421 - 2-440*, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of any party contracting with the COUNTY and its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption

and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Chairman of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Boynton Beach has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its City Clerk, the date and year first above written.

CITY OF BOYNTON BEACH, FLORIDA

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

By: Woodrow Hay  
Woodrow Hay, Mayor

By: \_\_\_\_\_  
Steven L. Abrams, Chairman

ATTEST:

ATTEST:

By: Janet M. Praineto  
City Clerk

Sharon R. Bock, Clerk and Comptroller

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

DATE: 1-15-2013

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

Seal



APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
City Attorney

Seal

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

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

APPROVED AS TO TERMS  
AND CONDITIONS

By: Robert Robbins  
Robert Robbins, Director  
Environmental Resources Management

**Maintenance Dredging at the Boynton Boat Club Channel  
Interlocal Agreement between Palm Beach County  
and the City of Boynton Beach  
Scope of Work**

**I. Introduction**

The Management Plan for the South Lake Worth Inlet requires removal of accumulated sand from the interior sand trap (the "Trap") as part of maintaining the down drift beaches and preventing sand from entering the inlet and settling in the navigation channel of the Intracoastal Waterway ("ICW") and the Boynton Boat Club Channel ("BBCC"). The Trap, ICW, and BBCC were dredged in 2001-02 and again in 2008 under one Florida Department of Environmental Protection ("FDEP") permit to make the most efficient use of resources. The current maintenance dredging Project Number 2012ERM04 ("PROJECT") is scheduled to begin in early 2013. Palm Beach County intends to design, permit, advertise, bid, contract, manage, and monitor the BBCC dredging project in conjunction with dredging the Trap and ICW.

**II. Design**

The results of the 2010 and 2011 bathymetric and seagrass surveys of the Trap and BBCC have been used to design the PROJECT. During the 2008 Project, 4,480 cubic yards of material was dredged from the permitted template of the BBCC, and only the sand in the easternmost section of the BBCC was beach compatible. The permitted design of the BBCC dredge template includes widening the eastern half of the channel by sixty (60) feet, which required a modification to the legal description and the City's submerged lands easement. Beach compatible sand hydraulically dredged from the BBCC will be transported via pipeline and placed below mean low water at Ocean Hammock Park. To avoid nearshore turbidity and water quality issues, the non-beach compatible material mechanically dredged from the BBCC will be transported by barge and discharged into Half Moon Bay Hole, a deep hole located in the Lake Worth Lagoon approximately 1.6 miles north of the BBCC.

**III. Permitting**

FDEP issued a 25-year maintenance dredging permit to the County on February 8, 2001, to conduct maintenance dredging at the Trap. A major modification to the permit was issued on November 16, 2012.

**IV. Bidding**

The County has advertised for competitive bids through an established, competitive, sealed-bid process.

**V. Construction/Project Management**

The County will oversee the mobilization, staging, dredging, disposal, turbidity monitoring, surveying, and demobilization of the PROJECT. The County shall receive daily progress reports and process invoices from the dredge contractor.

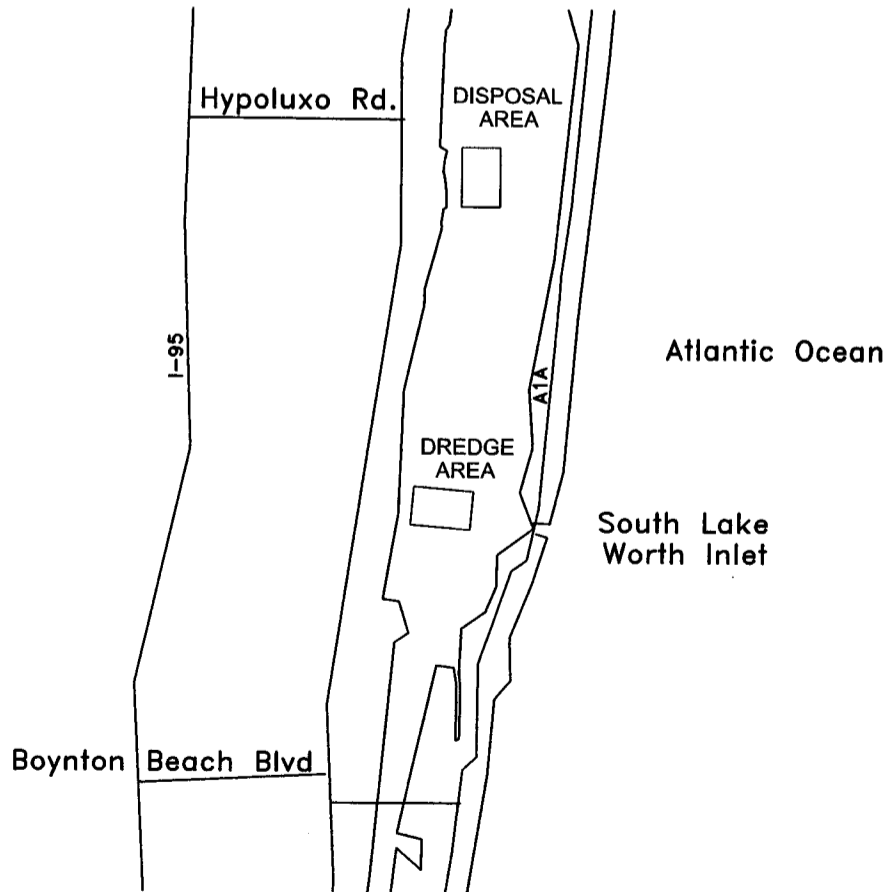
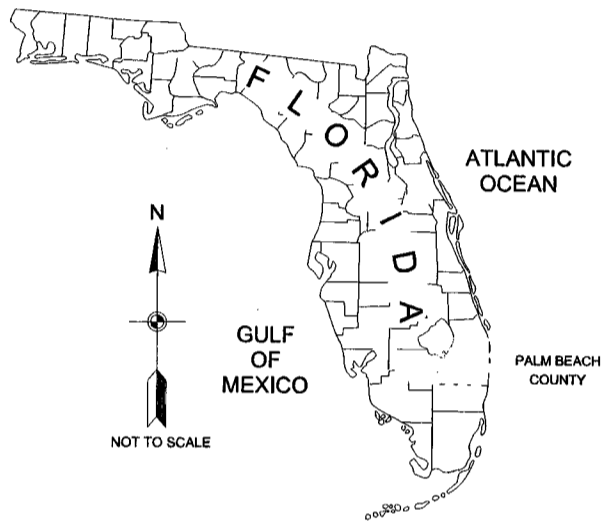
**VI. Monitoring**

- A. Physical monitoring. The County will complete all necessary bathymetric surveys.
- B. Environmental monitoring. The County will perform all necessary seagrass monitoring.

**VII. Staff Time**

County staff will manage the PROJECT, provide engineering services, and perform monitoring of the PROJECT.

# PROJECT LOCATION MAP



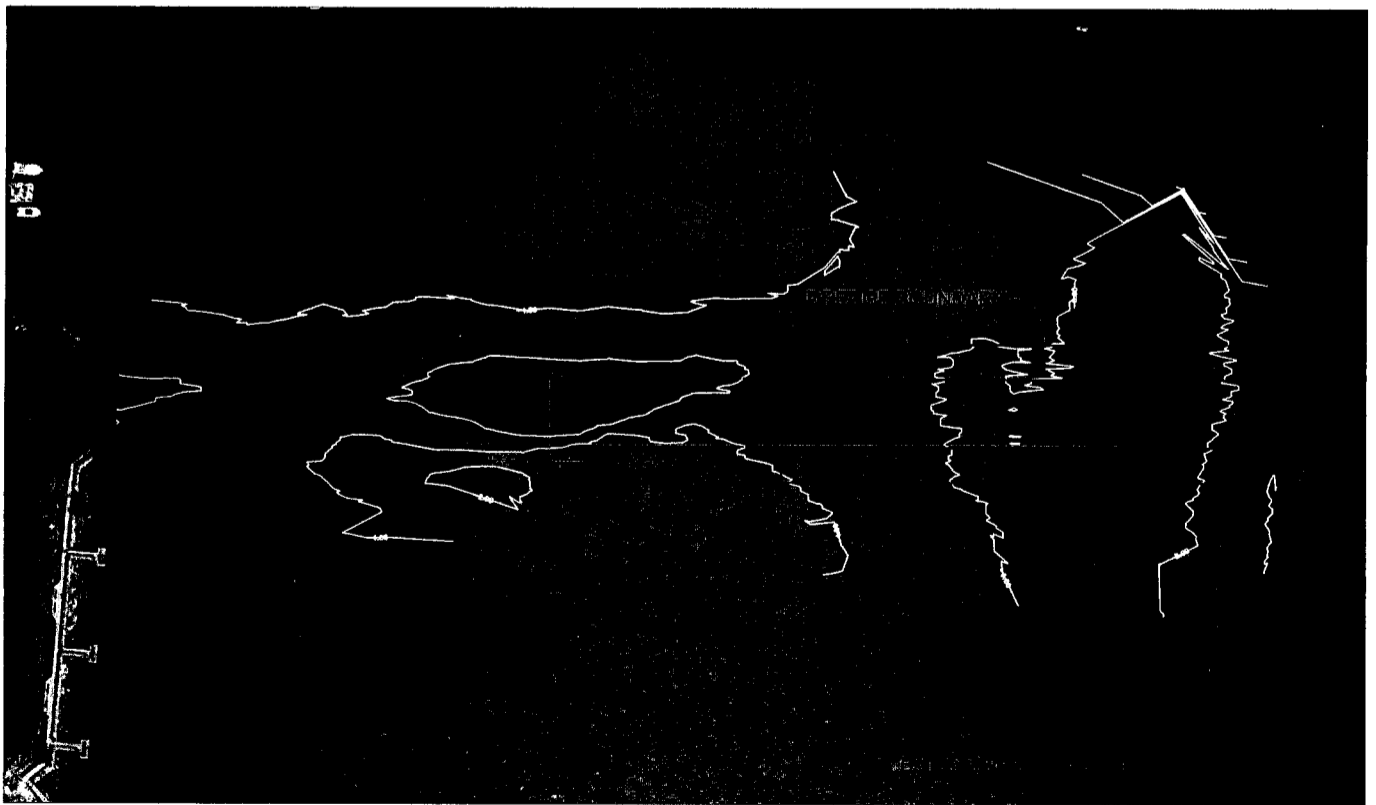
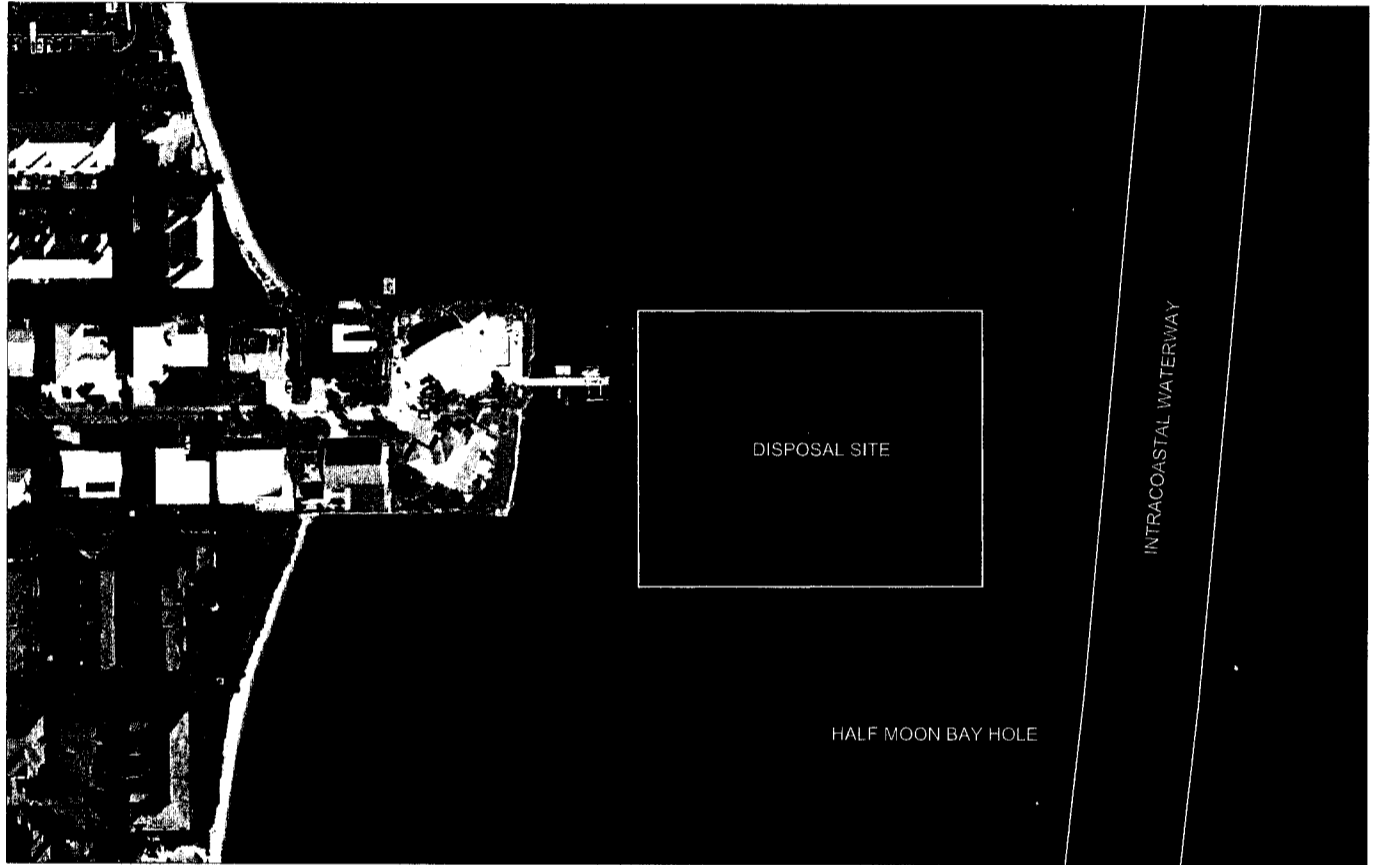
PALM BEACH COUNTY  
ENVIRONMENTAL  
RESOURCES  
MANAGEMENT

PROPOSED 2012  
BOYNTON BOAT CLUB CHANNEL  
MAINTENANCE DREDGING AND DISPOSAL  
VICINITY MAP

SCALE: NTS

12/12

Exhibit B



PALM BEACH COUNTY  
 ENVIRONMENTAL  
 RESOURCES  
 MANAGEMENT

PROPOSED 2012  
 BOYNTON BOAT CLUB CHANNEL  
 MAINTENANCE DREDGING AND DISPOSAL

SCALE: NTS

12/12

Exhibit C



2013-

0348

BGEX - 381 - 01112013\*701  
BGRV - 381 - 01112013\*182

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT  
Fund 3653 South Lake Worth Inlet

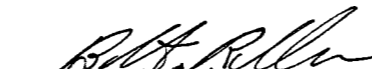
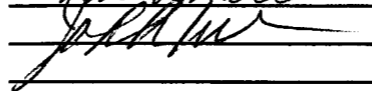
ACCOUNT NAME AND NUMBER	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	ENCUMBERED / Expended	REMAINING BALANCE
<b><u>REVENUES</u></b>							
381-M703 SLWID Trans Plant Reconstructi 3739-Grant fr Ot Local Govt - Phys Envrn	0	261,678	93,000		354,678		354,678
381-M703 SLWID Trans Plant Reconstructi 6994-Municipal Participation Prot	0	0	432,221	0	432,221	0	432,221
<b>TOTAL RECEIPTS &amp; BALANCES</b>	<b>2,442,347</b>	<b>3,259,599</b>	<b>525,221</b>	<b>0</b>	<b>3,784,820</b>		
<b><u>EXPENDITURES</u></b>							
381-M703 SLWID Sand Trans 4630 Beach Dune Restore Renourish	2,192,016	2,683,694	525,221		3,208,915	548,422	2,660,493
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>	<b>2,442,347</b>	<b>3,259,599</b>	<b>525,221</b>	<b>0</b>	<b>3,784,820</b>		

Attachment 7

Environmental Resources  
Management

INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures & Dates

  
 1/17/13

cc 1/17/13

BY BOARD OF COUNTY COMMISSIONERS  
AT MEETING OF

February 5, 2013  
Deputy Clerk to the  
Board of County Commissioners

13-

0349

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 581 011013\*688

FUND 3038 - \$50M GO 06, Waterfront Access


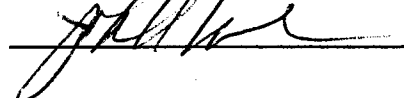
ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 1/10/2013	REMAINING BALANCE
<b>Reserves</b>								
3038-821-9824-9908	Reserves - New Projects	1,085,437	1,085,437		45,000	1,040,437	0	1,040,437
<b>Slwid Sand Trans Plant Recons</b>								
3038-381-M703-3401	Other Contractual Services *	0	0	45,000		45,000	0	45,000
<b>TOTAL</b>				45,000	45,000			

Attachment 8

Parks and Recreation Department  
**INITIATING DEPARTMENT/DIVISION**  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date

  
 1/17/13

cc 1/17/13

By Board of County Commissioners  
At Meeting of  
February 5, 2013  
Deputy Clerk to the Court