

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>277,782</u>	_____	_____	_____	_____
External Revenues	<u>(277,782)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No

Budget Account No.: Fund Department Unit Object:
Program

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

\$277,782 1229-380-3080 LWL Restoration

Manatee has no fiscal impact

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

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

[Signature]
OFMB *[Signature]*
1/29 1/29 1/30/15

[Signature]
Contract Development and Control
2-2-15 *[Signature]*

B. Legal Sufficiency:

[Signature]
Assistant County Attorney

C. Other Department Review:

Department Director

Continued from page 1

Summary:

On February 4, 2014, the Board of County Commissioners approved a \$40,000 Grant Award Number 13-4100-7090 (R2014-0155) with the National Endowment for the Arts supporting the design of a large-scale public art installation by environmental artist/designer Michael Singer. Delegation of authority to execute all forms associated with the NEA Grant Award and Michael Singer, Inc Contract was approved at that time pursuant to PPM No. CW-O-051. District 7 (SF)

On December 16, 2014 the Board of County Commissioners authorized Work Supplement No. 1825-01C in accordance with Eastman's Contract (2013-1825) to provide screening and additional hauling of sand for the Grassy Flats Restoration Project. Delegation of authority to execute the Work Supplement was authorized at that time pursuant to PPM No. CW-O-051. Countywide 2,7 (JM)

On August 19, 2014, the Board of County Commissioners approved a standard form Interlocal Agreement (R2014-1193) with law enforcement agencies for the enforcement of manatee speed zone laws within the estuarine waters of Palm Beach County. Delegation of authority to execute these standard form Agreements was approved at that time pursuant to PPM No. CW-O-051. Countywide (SF)

Background and Justification: N/A



ART WORKS.

National
Endowment
for the Arts

arts.gov

EA

ATTACHMENT 1

September 2, 2014

ENV. RES. MGMT.
 Env. Enh. & Restoration
 Natural Resources Stewardship
 Resources Protection
 Mosquito Control
 Finance & Support Services
 Director
 Deputy Director
 Other

Mr. Robert Robbins
 Palm Beach County Board of County Commissioners
 2300 North Jog Rd, 4th Floor
 West Palm Beach, FL 33411

Re: Grant Number 13-4100-7090

Dear Mr. Robbins:

An amendment request for the above-referenced grant has been reviewed by National Endowment for the Arts staff. The following changes to the grant are approved:

Time: The period of support is extended to March 31, 2015.

All other provisions of the grant remain in effect.

To obtain online information about any of your grants, please go to www.arts.gov/mygrant.

Sincerely,

Nicki Jacobs
Director, Grants & Contracts Office

RECEIVED
 SEP 15 2014
 ENVIRONMENTAL RESOURCES MANAGEMENT

Ref: 8/6/14 e-mail correspondence, J. Bregman to NEA Grants Office.
 8/29/14 e-mail correspondence, J. Bregman to M. Kowalik

CC: Jason Bregman, Michael Singer Studio

RECEIVED
 DEC 05 2014
 ENVIRONMENTAL RESOURCES MANAGEMENT
 Amendment # 1.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY

County Attorney

Accepted by: Robert Robbins, Director

400 7th Street, SW • Washington DC 20506



FEB 21 2014

INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: February 20, 2014

TO: Robert Weisman
County Administrator

FROM: *MR* Robert Robbins, Director
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
Documents associated with National Endowment for the Arts
(NEA) Grant 13-4100-7090 and the Michael Singer, Inc (MSI)
Contract.

On February 4, 2013 agenda item 3L1 the County Commission approved the County Administrator or his designee to sign all future time extensions, certifications, and other forms associated with the NEA Grant Award # 13-4100-7090 and Michael Singer, Inc. Contract that do not change the scope of work or terms and conditions.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign any necessary amendments for the above mentioned Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: *Robert Weisman*

Robert Weisman, County Administrator

DATE: 2/24/14

RR:mc
Attachment

ATTACHMENT 3

WORK SUPPLEMENT NO. 1825-01C

(Mark applicable category:)

☒ Owner Initiated ☐ Quantity Overruns/Underruns
☒ Differing Site Conditions ☐ Request By Another Agency/Outside Party
☐ Zoning/Code/Ordinance Changes ☐ A. Reimbursable
☐ Errors/Omissions/ In Design ☐ B. Non-Reimbursable
☐ Other

PROJECT NAME: Palm Beach County Annual Dune & Wetlands Restoration

PROJECT NO.: 2013ERM01 **WORK ORDER NO.:** 1825-01

WORK ORDER LOCATION/NAME: Grassy Flats Restoration Project

(Contractor): Eastman Aggregate Enterprises, LLC

CONTRACT RESOL. NO. R2013-1825

COMMISSIONER DISTRICT NO.: 7

CONTRACT DATE: 12/17/2013

NOTICE TO PROCEED DATE: 1/17/2014

COMMENCEMENT DATE: 1/20/2014

BUDGET LINE ITEM: ~~1225-380-3080-3401~~ 1225-380-3080-3401 E103-ILWL-0112

You are directed to make the following change(s) in this Work Order:

- 1) Attached Supplement Bid Schedule dated 11/10/2014 increases several line items and adds Grizzly Screening of Debris retroactively to 10/7/2014.
- 2) Work Order time is increased by 90 calendar days retroactive to 12/4/2014.

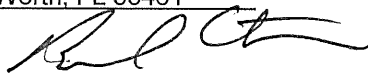
NOT VALID UNTIL SIGNED BY COUNTY. SIGNATURE OF THE CONTRACTOR INDICATES HIS AGREEMENT HEREWITH INCLUDING ANY ADJUSTMENT IN THE WORK ORDER SUM OR WORK TIME, AND NO ADDITIONAL COST OR TIME INDICATED HEREIN WILL BE RELATED TO THIS CHANGE

The Original Work Order was	\$ 841,402.00
Net Change by previous Supplements	\$ 569,738.17
The Work Order Sum prior to this Supplement was	\$ 1,411,140.17
The Work Order Sum will be increased by this Supplement	\$ 277,781.20
The New Work Order Sum including this Supplement will be	\$ 1,688,921.37
The Work Order Time will be increased by	90 days
The Date of Substantial Completion including this Supplement	March 4, 2015
The Date of Final Completion including this Supplement	To Be Specified in Punchlist

Execution of this Work Supplement acknowledges final settlement of, and releases, all claims for costs and time associated, directly or indirectly, with the above stated modification(s), including all claims for cumulative delays or disruptions resulting from, caused by, or incident to such modification(s), and including any claim that the above stated modification(s) constitutes, in whole or part, a cardinal change to the Work Order.

Eastman Aggregate Enterprises, LLC
CONTRACTOR

3705 Bellevue Avenue
Address
Lake Worth, FL 33461

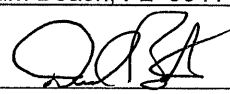
BY: 
Bernard Eastman

ITS: Managing Member
Title

DATE: 12-19-14

FOR: PALM BEACH COUNTY, FL
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS
BY: DEPARTMENT OF ENVIRONMENTAL
RESOURCES MANAGEMENT

Owner
2300 N. Jog Road, 4th Floor
Address
West Palm Beach, FL 33411-2743

BY: 
Daniel Bates, Deputy Director

DATE: 1-9-15

EASTMAN AGGREGATE ENTERPRISES, LLC.
3705 BELLEVUE AVE
Lake Worth, FL 33461

BEACH NOURISHMENT
WETLAND RESTORATION
TRUCKING - AGGREGATES

PHONE: 561-969-7147
FAX: 561-434-3477

Eric Anderson
Palm Beach County - ERM

Date 11/10/2014
Project Grassy Flats -Additional Items

PROPOSAL
Grassy Flats Supplement 1825-01C

	<u>JOB AS OUTLINED BELOW</u>	<u>QTY</u>	<u>UNITS</u>	<u>ITEM \$</u>	<u>ITEM COST</u>
Line	BID ITEMS				
item #					
3AWR	Grizzly Screening of Debris	36,000	TON	1.92	\$69,120.00
21	Wetland Transport, Place and Grade (<500' from Source)	50,000	TON	2.00	\$100,000.00
ALT6	Cut & Fill Pre/Post-Construction Survey Team	2	Work Order	5000.00	\$10,000.00
10	Supply, Delivery, and Instalation of Sod	1,256	SY	2.20	\$2,763.20
9	Site Preparation and Restoration	1	LS	1298.00	\$1,298.00
5	Additional 100' of conveyor	43,000	TON	2.20	\$94,600.00
					\$277,781.20

Supplement
SCHEDULE 1 FOR WORK ORDER NO. 1825-01C
LIST OF PROPOSED SBE-M/WBE PARTICIPATION

PROJECT NAME OR BID NAME: Palm Beach County Dune and Wetland Restoration Annual Contract PROJECT NO. OR BID NO: 2013ERM01

NAME OF PRIME BIDDER: Eastman Aggregate Enterprises ADDRESS: 3705 Bellevue Avenue, Lake Worth, FL 33461

CONTACT PERSON: Bernie Eastman PHONE NO.: 561-969-7147 FAX NO.: 561-434-3477

BID OPENING DATE: October 29, 2013 USER DEPARTMENT: Environmental Resources Management

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE's ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

(Check one or both Categories)			DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK				
Name, Address and Phone Number	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	Minority Business	Small Business					
1. Eastman Aggregate Enterprises, LLC. 3705 Bellevue Ave Lake Worth, FL 33461	<input type="checkbox"/>	<input checked="" type="checkbox"/>				271,181.20	
2.	<input type="checkbox"/>	<input type="checkbox"/>					
3.	<input type="checkbox"/>	<input type="checkbox"/>					
4.	<input type="checkbox"/>	<input type="checkbox"/>					
5.	<input type="checkbox"/>	<input type="checkbox"/>					

(Please use additional sheets if necessary)

Total

Total Work Order Price \$ 277,781.20

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work 271,181.20

I hereby certify that the above information accurate to the best of my knowledge

Bernie Eastman
Signature

Office Manager
Title

- Note:
1. The amount listed on this form for a SBE-M/WBE Prime or Subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount and/or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

Revised 7/2/2013

Supplement
OSBA SCHEDULE 2 FOR WORK ORDER NO. 1825-01C
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE

This document must be completed by ALL SBE-M/WBE's and submitted with this bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE's is certified to perform. Failure to properly complete Schedule 2 will result in your SBE participation not being counted.

PROJECT NUMBER: 2013ERM01 PROJECT NAME: Palm Beach County Dune and Wetland Restoration Annual Contract

TO: Eastman Aggregate Enterprises, LLC
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise ☒ Minority Business Enterprise ☐

Black ☐ Hispanic ☐ Women ☐ Caucasian ☒ Other (Please Specify) ☐

Date of Palm Beach County Certification: December 27, 2013

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
14WB	Grizzly Screening of Debris	30,000 Tons	1.92	69,120.00
21	Wetland Transport/Grade	50,000 Tons	2.00	100,000.00
ALT6	Pre/Post Const. Survey	2 w/c	5,000	10,000.00
10	Supply, delivery, install Sod	1256 sq	2.20	2,763.20
9	Site Prep: Restoration	1 LS	1298	1,298.00
5	Additional 100' of Conveyer	43,000 Tons	2.20	94,600.00

at the following price or percentage \$ 277,781.20
(SBE Prime or Subcontractor's Quote)

and will enter into a formal agreement for work with you contingent upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this job to a certified SBE-M/WBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage Terraquatic Inc. / #ALT6 - \$6600.00
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE-M/WBE listed to ensure the SBE-M/WBE perform the work with their own work force. The undersigned SBE-M/WBE Prime or SBE-M/WBE subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Eastman Aggregate Enterprises, LLC
(Print name of
SBE-M/WBE Company)
By: Bernard Eastman
(Signature)
Bernard Eastman
Print name/title of person executing on behalf
of SBE-M/WBE

Revised 7/2/2013

Date: 12/17/14



BUDGET AVAILABILITY STATEMENT
Palm Beach County
Environmental Resources Management

REQUEST DATE: 01/05/2015

REQUESTED BY: Juan Cueto

PHONE: 233-2431

PROJECT TITLE: Grassy Flats Restoration

PROJECT NO: R2013-ERM01 /1825-01C

SITE: Grassy Flats

ACTIVITY: Construction

CONTRACTOR/CONSULTANT NAME: Eastman Aggregate Enterprises LLC

SCOPE OF SERVICES: Work Order 1825-01C Adds Grizzly Screening of Debris retroactively to 10/7/2014 and increases several line items in accordance with the scope of services contained in the work order supplement 1825-01C.

BUDGET ACCOUNT NUMBER(S):

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Obj</u>	<u>SOBJ</u>	<u>Program</u>	<u>PPC</u>	<u>(Proj)</u> <u>Task</u>	<u>(Site)</u> <u>Sub Task</u>	<u>(Activity)</u> <u>Task Ord</u>	<u>Amount</u>
1229	380	3080	3401		3080ex		E103	ILWL	012	\$277,781.20

BAS APPROVED BY: Liz Puri **DATE:** 1/6/15

ENCUMBRANCE NUMBER: _____

T:\fss\FinancialManagement\Fiscal\BAS\BAS15\15bas Eastman Grassy Flats Work Order 1825-01C.doc

CONTRACT HISTORY
Palm Beach County Annual Dune & Wetlands Restoration Project (Primary Contractor)
Project Number 2013ERM01
Eastman Aggregate Enterprises, LLC

Contract R2013-1825 dated December 17, 2013 for a period of one year expires on December 16, 2014
Amendment No. 1 increase Contract amount for 1st year by \$5,351,864.00
Amendment No. 2 to extend the Contract 1 year, expiring on December 16, 2015
Amendment No. 2 increases Contract amount for 2nd year by Not To Exceed \$4,450,665.23
Total Contract Not To Exceed: \$14,065,420.23
SBE Goal: 44.05%

Work Order Summary:

WORK ORDER NUMBER	TOTAL/ SBE AMOUNT	ACTUAL TOTAL/SBE AMOUNT	WORK ORDER DESCRIPTION	DATE / APPROVED BY	COMMENCEMENT DATE
1825-01	841,402.00 817,642.00		Grassy Flats Restoration Project	1/14/2014 BCC	1/20/2014
1825-01A	192,774.00 171,984.00		Grassy Flats Restoration Project / Hypoluxo Scrub Natural Area / 90 day Work Time Extension	3/12/2014 CRC	1/20/2014
Amendment No. 1			Increase Contract by \$5,351,864.00	9/9/2014 BCC	
1825-02	5,351,864.00 2,493,904.00		Jupiter/Carlin Shore Protection Project 3	9/9/2014 BCC	9/17/2014
1825-01B	376,964.17 293,904.17		Grassy Flats Restoration Project / Okeechellee Park Sand / 90 day Work Time Extension; BCC Delegation 8/19/2014	8/27/2014 ERM	1/20/2014
1825-02A	57,399.60 46,024.60		Jupiter/Carlin Shore Protection Project 3	11/13/2014 ERM	9/17/2014
1825-03	1,308,591.42 518,098.56		Singer Island Dune Restoration Project	12/2/2014 BCC	
Amendment No. 2			Increase Contract by \$4,450,665.23, Extend Contract by 1 Year, and Revise General Conditions and Technical Specs	12/16/2014 BCC	
1825-01C	277,781.20 271,181.20		Grassy Flats Restoration Project / 90 day Work Time Extension; BCC Delegation 12/16/2014	ERM	

Total: \$8,406,776.39
SBE: \$4,612,738.53
SBE Participation: 54.86%
Report Date: 12/18/2014



INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: December 19, 2014

TO: Robert Weisman
County Administrator

FROM: *M* Robert Robbins, Director
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
Work Supplement No. 1825-01C with Eastman Aggregate Enterprises, LLC for the Grassy Flats Restoration Project.

On December 16, 2014 agenda item 3L1 the County Commission approved the County Administrator or his designee to sign Work Supplement No. 1825-01C with Eastman Aggregate Enterprises, LLC for the Grassy Flats Restoration Project.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign the Work Supplement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: _____

Robert Weisman
Robert Weisman, County Administrator

DATE: _____

12/24/14

RR:mc
Attachment

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

AND

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

THIS AGREEMENT is made this 14th day of NOVEMBER, 2014, between Florida Fish and Wildlife Conservation Commission of Leon County, Florida, (hereinafter "Contractor"), and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (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 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, to the extent that Contractor resources allow, 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) providing service shall provide services on Saturday, Sunday and Martin Luther King Jr. and President's Day between the hours of 6 A.M. and 6 P.M. During the term of this Agreement, at the specific request of the County, and to the extent that Contractor resources allow, the Contractor shall provide law enforcement services on any day or times aside from a Saturday, Sunday and the above-cited holidays. 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, preferably 48 hours prior to the anticipated need.

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 court system, 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 by the Director of the Department of Environmental Resources Management (the "Director") prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15th** 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 Director 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, 2014 and shall terminate on March 31, 2018, 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 Captain John C. Suggs, Division of Law Enforcement, South Region A, 1300 Marcinski Road, Jupiter, Florida 33477. (561) 624-6935, 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.

C. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation.

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. The Contractor will submit the final invoice within thirty (30) days from the end of the manatee season. 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.

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 the Contractor, 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.

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:

Captain John C. Suggs
Address: 1300 Marcinski Road
City, State, Zip: Jupiter, Florida, 3347
Fax: 561-624-6940

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 permitted by law, for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Agreement 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 \$200,000 Per Person and \$300,000 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) Non-Discrimination

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, or genetic information 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) No Third Party Beneficiaries

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 the Contractor .

31) Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, 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.

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

PALM BEACH COUNTY, FLORIDA
BY:



Robert Robbins, Director
PBC Environmental Resources Management



Approved as to Terms and Conditions

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: 

Colonel Calvin Adams



County Attorney

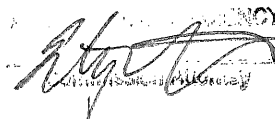
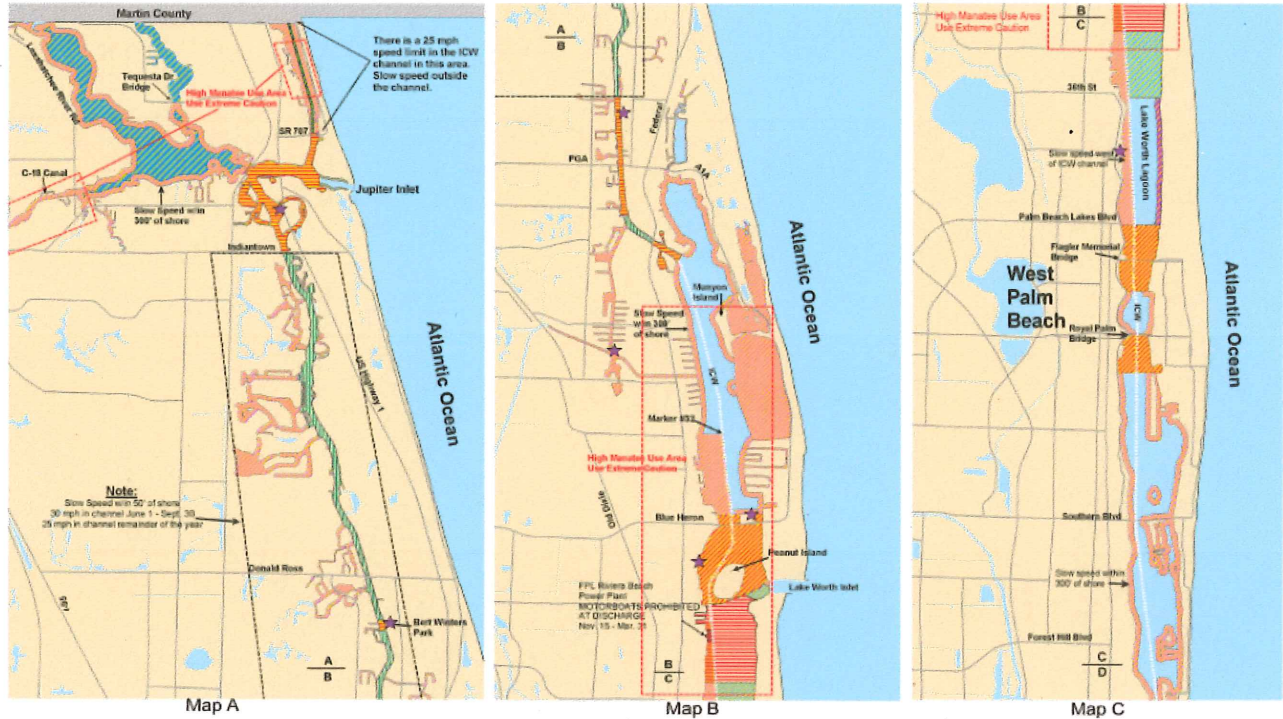
APPROVED TO FORM
LEGAL SUFFICIENCY


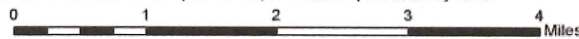
EXHIBIT A



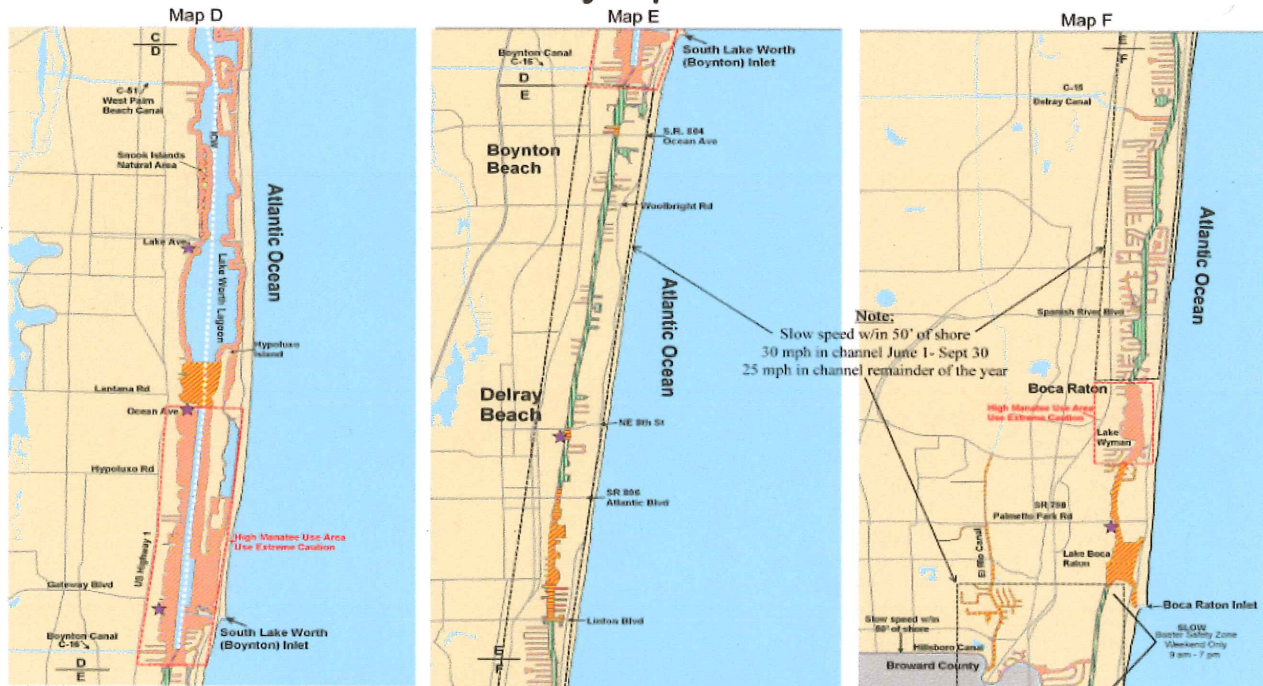
Quick Reference Guide

Vertical Bars = Normal Operation (Max Speed Posted)	Diagonal Bars = Slow Speed, Minimum Wake	Horizontal Bars = Idle Speed, No Wake
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In cases where seasonal manatee zones overlap less restrictive year-round zones, the seasonal zones are depicted. For information on the specific zones, see Detailed Speed Zone Key below.



Palm Beach County Waterway Speed Zones



Public Boat Ramps	Manatee Speed Zones	Slow Speed, min wake, 11/15-3/31
ICW Channel	Max 30 mph (9/1-9/30); Max 25 mph rest of yr	Slow Speed, min wake, channel and yr round
Unregulated (Open Water)	Max 25 mph zone (yr round)	Idle Speed, no wake, 11/15-3/31
Boating Safety Zones	Slow Speed, min wake, channel exempt, 11/15-3/31	Idle Speed, no wake, channel exempt, yr round
Idle Speed, No Wake	Slow Speed, min wake, channel exempt	Motorboats Prohibited
Slow Speed, Minimum Wake		



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.

INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES
BETWEEN PALM BEACH COUNTY
AND RIVIERA BEACH POLICE DEPARTMENT

THIS AGREEMENT is made this 15th day of November, 2014, between Riviera Beach Police Department (hereinafter "Contractor"), and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners (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 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 Jr. 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 court system, 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 by the Director of the Department of Environmental Resources Management (the "Director") prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15th** 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 Director 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, 2014 and shall terminate on March 31st, 2018, 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 Michael Madden, Assistant Chief of Police, (561) 845-4153, or his 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.

C. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation.

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. The Contractor will submit the final invoice within thirty (30) days from

the end of the manatee season. 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.

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 the Contractor, 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.

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:

Michael B. Madden, Assistant Chief of Police
Address: 600 W. Blue Heron Boulevard
City, State, Zip: Riviera Beach, Florida 33404
Fax: 561-845-4022

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 permitted by law, for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Agreement 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 \$200,000 Per Person and \$300,000 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) Non-Discrimination

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, or genetic information 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) No Third Party Beneficiaries

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 the Contractor .

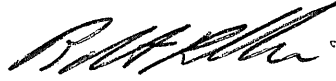
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

PALM BEACH COUNTY, FLORIDA
BY:

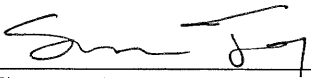


Approved as to Terms and Conditions



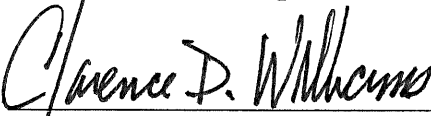
Robert Robbins, Director
PBC Environmental Resources Management

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

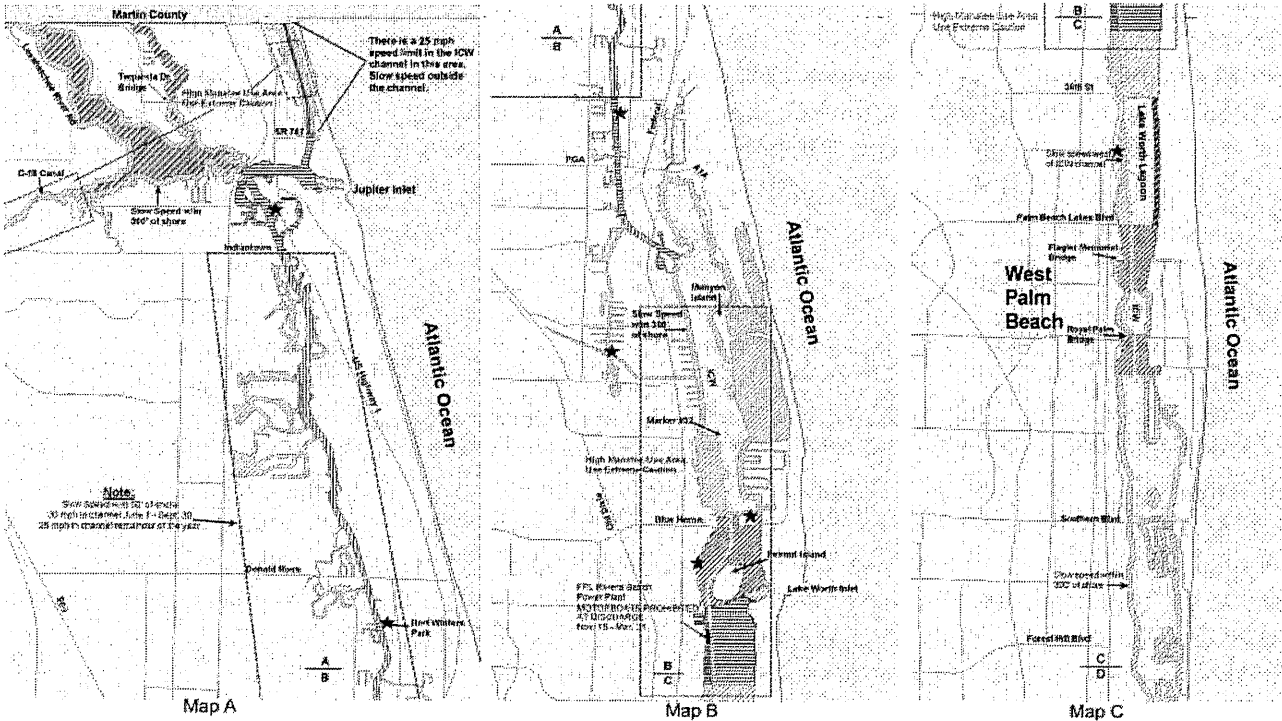


County Attorney

Riviera Beach Police Department

By 

Chief of Police



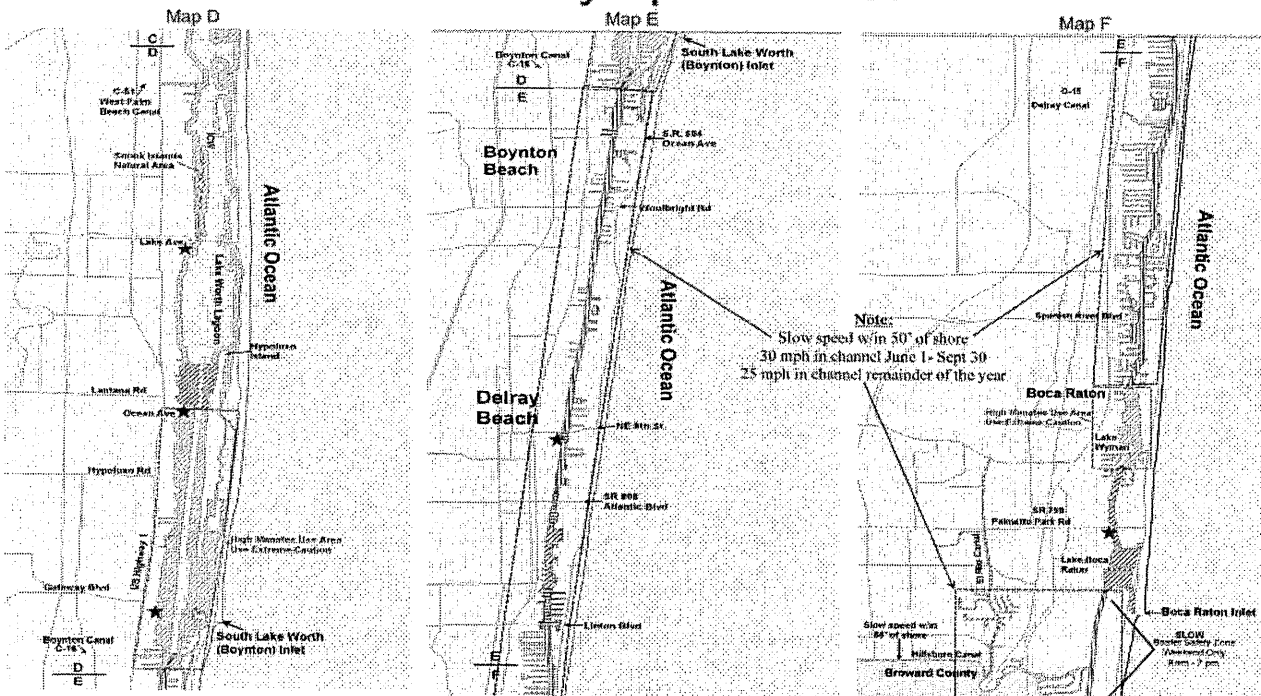
Quick Reference Guide

Vertical Bars = Normal Operation (Max Speed Posted)	Diagonal Bars = Slow Speed, Minimum Wake	Horizontal Bars = Idle Speed, No Wake
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In cases where seasonal manatee zones overlap less restrictive year-round zones, the seasonal zones are depicted. For information on the specific zones, see Detailed Speed Zone Key below.



Palm Beach County Waterway Speed Zones



★ Public Boat Ramps	Manatee Speed Zones	Slow Speed, min wake, 11/15-3/31
ICW Channel	Max 30 mph (12/1-8/30), Max 25 mph rest of yr	Slow Speed, min wake, channel incl. yr round
Unregulated (Open Water)	Max 25 mph zone yr round	Idle Speed, no wake, 11/15-3/31
Boating Safety Zones	Slow Speed, min wake, channel overlap, 11/15-3/31	Idle Speed, no wake, channel overlap, yr round
Idle Speed, No Wake	Slow Speed, min wake, channel overlap	Motorboats Prohibited
Slow Speed, Minimum Wake		

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.



INTERLOCAL AGREEMENT FOR
LAW ENFORCEMENT SERVICES
BETWEEN PALM BEACH COUNTY
AND
THE CITY OF WEST PALM BEACH
REGARDING MANATEES

WPB Res. No. 297-14
WPB Contract No. 15060

THIS AGREEMENT is made this 10th day of NOVEMBER, 2014, between the **City of West Palm Beach**, a municipal corporation (hereinafter "Contractor"), and **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of Commissioners (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 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 Jr. 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 court system, 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 by the Director of the Department of Environmental Resources Management (the "Director") prior to the beginning of manatee season.

B. The County may perform an evaluation of each Contractor after **January 15th** 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 Director 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, 2014 and shall terminate on March 18, 2018, 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 Chief of Police Bryan Kummerlen, (561) 822-1606, or his successor of designee.

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.

C. The Contractor does not have the power or authority to bind the County in any promise, agreement or representation.

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. The Contractor will submit the final invoice within thirty (30) days from the end of the manatee season. 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.

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 the Contractor, 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.

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:

City of West Palm Beach
Attn: Chief of Police
600 Banyan Blvd.
West Palm Beach, FL 33401
Fax: (561) 822-1893

Copy to:

City of West Palm Beach
Attn: City Attorney
PO Box 3366
West Palm Beach, FL 33402-3366

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 permitted by law, for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Agreement 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 \$200,000 Per Person and \$300,000 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) Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

19) 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.

20) 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.

21) 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.

22) 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.

23) Captions

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

24) Exhibits

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

25) Assignment

This Agreement is not assignable by either party.

26) Non-Discrimination

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, or genetic information 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.

27) Construction

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

28) 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.

29) 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.


30) No Third Party Beneficiaries

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 the Contractor .

31) Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, 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.


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

PALM BEACH COUNTY, FLORIDA


_____

Robert Robbins, Director
PBC Environmental Resources Management

APPROVED TO FORM AND
LEGAL SUFFICIENCY:




County Attorney

CITY OF WEST PALM BEACH


ATTEST:



City Clerk

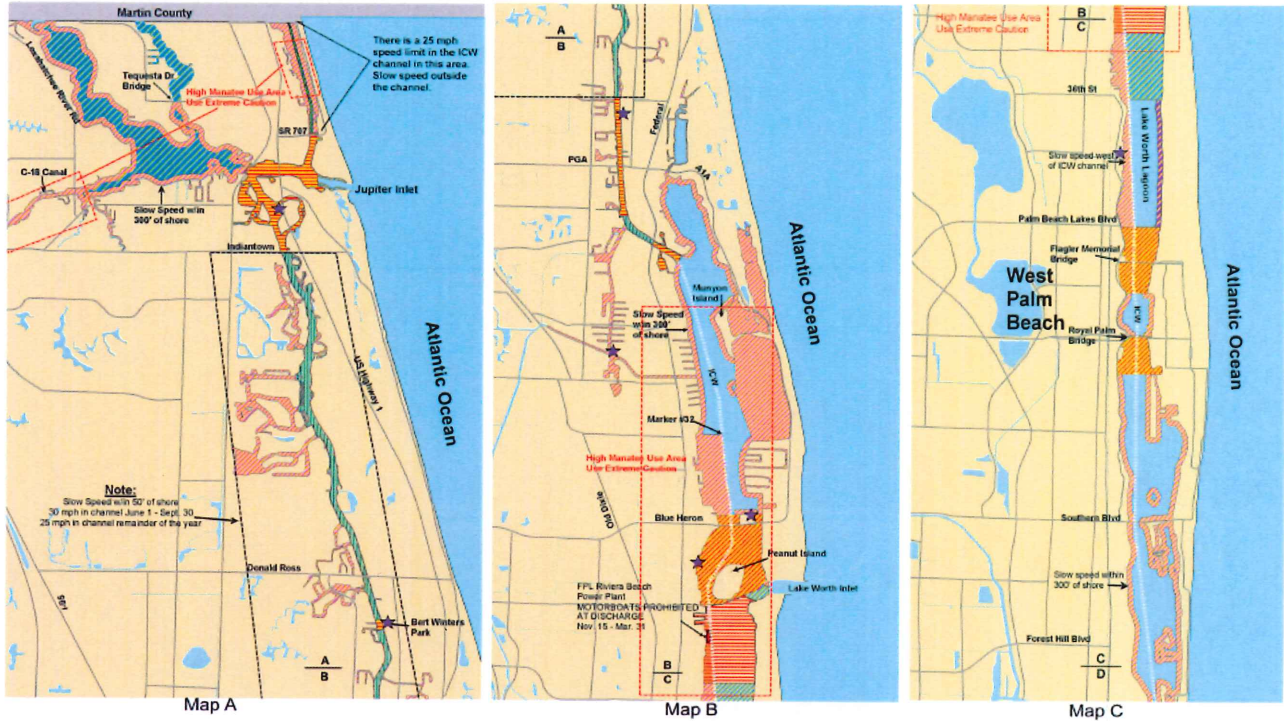
By: 

Geraldine Muoio, Mayor

Office of the City Attorney
Approved as to form and legality
By: 

Date: 11/10, 2014

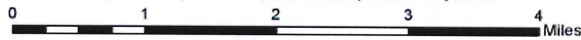
EXHIBIT A



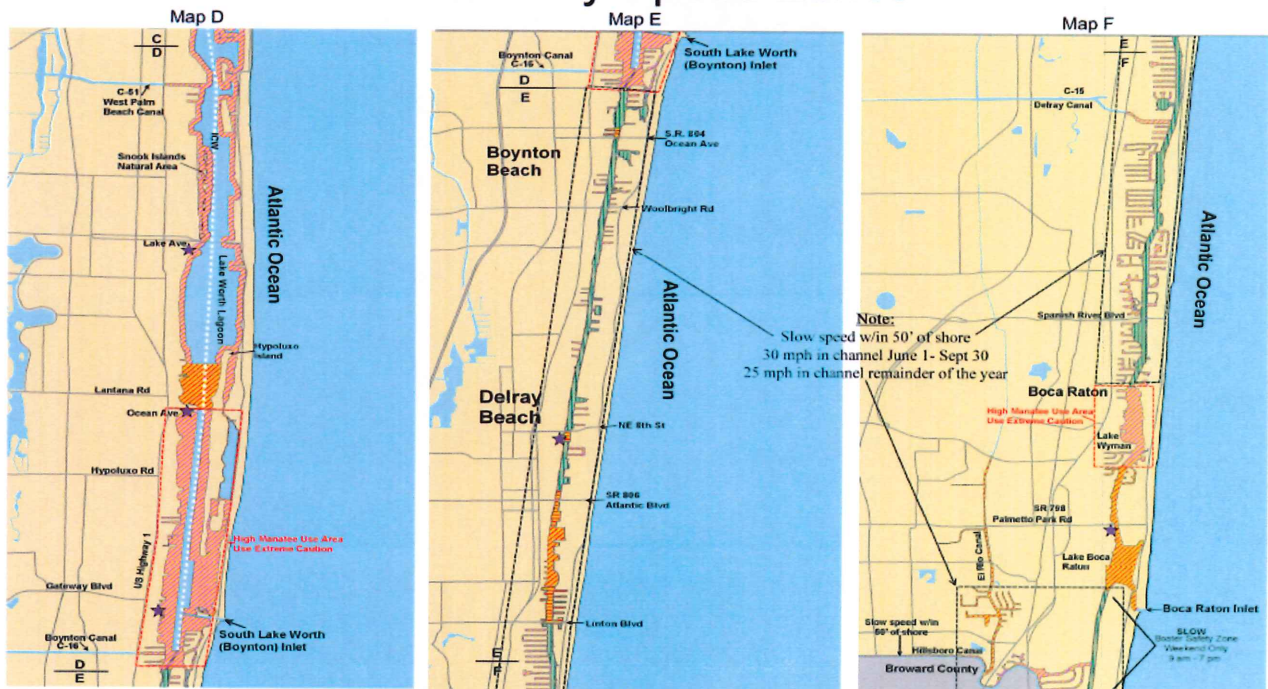
Quick Reference Guide

Vertical Bars = Normal Operation (Max Speed Posted)	Diagonal Bars = Slow Speed, Minimum Wake	Horizontal Bars = Idle Speed, No Wake
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In cases where seasonal manatee zones overlap less restrictive year-round zones, the seasonal zones are depicted. For information on the specific zones, see Detailed Speed Zone Key below.



Palm Beach County Waterway Speed Zones



★ Public Boat Ramps	Manatee Speed Zones	Slow Speed, min wake, 11/15-3/31
ICW Channel	Max 30 mph (8/1-8/30), Max 25 mph rest of yr	Slow Speed, min wake, channel incl. yr round
Unregulated (Open Water)	Max 25 mph zone (yr round)	Idle Speed, no wake, 11/15-3/31
Boating Safety Zones	Slow Speed, min wake, channel exempt, 11/15-3/31	Idle Speed, no wake, channel exempt, yr round
Idle Speed, No Wake	Slow Speed, min wake, channel exempt	Motorboats Prohibited
Slow Speed, Minimum Wake		



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.



SEP 26 2014

INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

DATE: September 24, 2014

TO: Robert Weisman
County Administrator

FROM: Robert Robbins, Director *RR*
Environmental Resources Management

SUBJECT: REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:
Standard form Interlocal Agreement with law enforcement agencies to provide for an increased law enforcement presence in the estuarine waters of Palm Beach County during manatee season.

On August 19, 2014 agenda item 3L2 (R2014-1193), the County Commission approved the County Administrator or his designee to execute the standard form Interlocal Agreement with law enforcement agencies and to sign all future time extensions, task assignments, certifications, award letters, amended award letters and other forms associated with the standard form Interlocal Agreement. Also, necessary minor amendments that do not substantially change the scope of work or terms and conditions of the standard form Interlocal Agreement as approved by the Board.

This memorandum is my formal request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management (ERM) to sign all future time extensions, certifications, other forms, and necessary minor amendments that do not substantially change the scope of work or terms and conditions. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: _____

Robert Weisman, County Administrator

DATE: _____

9/26/14

RR:mc
Attachment