

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: January 26, 2016

(X) Consent

() Regular

() Workshop

() Public Hearing

Department

Submitted By:

Environmental Resources Management

Submitted For:

Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) Work Order No. 1825-06 to the Palm Beach County Dune and Wetland Restoration Annual Contract (R2013-1825) with Eastman Aggregate Enterprises, LLC (Eastman), in the amount not-to-exceed \$293,107.80 providing for dune restoration services for the South Jupiter Dune Restoration Project (Project); and

B) Interlocal Agreement with the Town of Jupiter (Town) for 20% cost sharing on the Project in an amount not to exceed \$72,400 effective on the date of execution and expiring on December 31, 2016.

Summary: The Board of County Commissioners (BCC) approved the Palm Beach County Dune and Wetland Restoration Annual Contract, Project No. 2013ERM01 (R2013-1825) on December 17, 2013 with Eastman, a Palm Beach County SBE company. The BCC approved a renewal of this Contract on December 15, 2015. Work Order No. 1825-06 authorizes Eastman to supply, transport, and place 12,500 tons of sand to restore the dune within the Project area. Eastman committed to an overall 44.05% SBE participation and will achieve 57.24% on the Contract, including this work order.

Total costs for this Project are estimated to be \$362,000 of which \$293,108 is established for construction, and \$68,892 for project management, engineering, design, permitting, and environmental and project performance monitoring. The Interlocal Agreement provides for reimbursement of project expenses beginning January 1, 2015. District 1 (ME)

(Continued on page 3)

Attachments:

1. Work Order No. 1825-06
2. Interlocal Agreement with the Town of Jupiter
3. Project Site Plan

Recommended by:


Department Director

1-8-16

Date

Approved by:


Deputy County Administrator

1-14-16

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$362,000	_____	_____	_____	_____
External Revenues	(\$72,400)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$289,600	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No _____

Budget Account No.: Fund 3652 Department 381 Unit M045 Object 4630

Program _____

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

Town of Jupiter \$72,400
Jupiter/Carlin SPP III Fund 3652 \$289,600

C. Department Fiscal Review:

B. Henry

III. REVIEW COMMENTS

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

Sherry Br
OFMB *1/4/15*
Dr. J. Jacob
Contract Development and Control *1/11/16*
Blawie *1-11-16*

B. Legal Sufficiency:

Markus K. Webb
Assistant County Attorney *1/12/16*

C. Other Department Review:

Department Director

Background and Justification: Recent erosion within the proposed project area has heavily impacted the dunes, damaged beach walkovers and left upland infrastructure including SR A1A with limited storm protection. Property owners within the project area executed dune restoration easements with the County in 1999 to facilitate the only sand placement effort along this stretch of beach that same year. The proposed project will enhance sea turtle nesting habitat and provide additional storm protection to the adjacent infrastructure.

WORK ORDER
ANNUAL CONTRACT

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

PROJECT NO.: 2013ERM01

CONTRACT RESOLUTION NO.: R2013-1825

DEPARTMENT: Environmental Resources Management (ERM)

WORK ORDER ERM PROJECT MANAGER: Kelly Martin

WORK ORDER PROJECT NAME: South Jupiter Dune Restoration

WORK ORDER LOCATION: Town of Jupiter

WORK ORDER NO.: 1825-06

COMM. DISTRICT NO. 1

BUDGET LINE ITEM: 3652-381-M045-4630-S019-CJUC-012

[Fiscal approval of Budget Availability: S. Henry 12/10/15]

TO: EASTMAN AGGREGATE ENTERPRISES, LLC
3705 Bellevue Avenue
Lake Worth, FL 33461

In accordance with the terms of your Contract dated 12/17/13, with Palm Beach County, a Political Subdivision of the State of Florida, you are directed to provide the following supplies and services: Supply, transport and place 12,500 tons of sand to meet the lines and grades as outlined in the attached plansheets dated 8/6/2015.

The above work shall be performed at the Work Order Location, in accordance with the attachments, including pending FDEP Permit processing under File No. PB-1183.

The total amount of this Work Order, at the contract prices, shall not exceed \$293,107.80 as identified in the attached Work Order Bid Schedule, dated 10/20/2015.

The work shall be Substantially Complete within sixty (60) calendar days after the Commencement Date. This time includes three (3) calendar days for Inclement Weather. The Commencement Date and the deadline for Substantial Completion shall be provided by the County in the Notice to Proceed. No operation, transportation or storage of equipment or materials is authorized seaward of the dune crest after February 29, 2016.

The permitted hours for construction work during the months of December through February are from dawn to dusk, Monday through Friday. Contractor must be off the beach by February 29, 2016.

The Liquidated Damages assessed for completion after Substantial Completion or Final Completion is: \$500.00/day.

Progress Payment Retainage shall be held in the amount of 5% of the Total Complete.

The additional insured(s) and indemnitee(s) are: Palm Beach County & Town of Jupiter.

This Work is funded in part or in whole by: Palm Beach County.

Davis-Bacon Act does not apply. E-Verify requirements apply.

ATTEST:
SHARON R. BOCK
CLERK & COMPTROLLER

FOR: PALM BEACH COUNTY, FLORIDA,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS

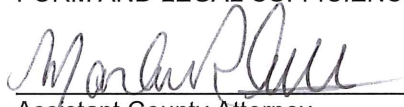
Deputy Clerk

BY: _____
Mayor

DATE: _____

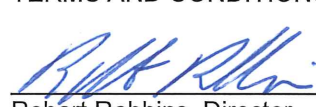
(Seal)

APPROVED AS TO
FORM AND LEGAL SUFFICIENCY:



Assistant County Attorney

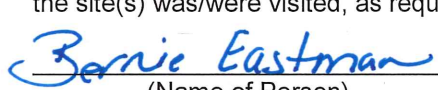
APPROVED AS TO
TERMS AND CONDITIONS:



Robert Robbins, Director
Dept. of Environmental Resources Mgmt.

CONTRACTOR AFFIDAVIT AND RECEIPT OF WORK ORDER:

Having carefully examined the Work Order documents, including its attachments and Plans, for the above-referenced Project, as well as the premises and conditions affecting the Work, and confirming that the site(s) was/were visited, as required, by

 on 10/1/15
(Name of Person) (Date)

the undersigned hereby declares that we have carefully and to our full satisfaction examined the Work Order documents, and that we have made a full examination of the location of the proposed Work and the source of supply of materials. Please indicate your receipt of this Work Order by signing and returning two originals.

BY: 

Bernard Eastman
Name

Managing Member
Title

Eastman Aggregate Enterprises, LLC
Contractor Name

Attachments: Work Order Bid Schedule
Plansheets, Permits
SBE Schedules 1, 2 for Work Order
Contract History

c: Clerk Finance
Contract Development and Control

EASTMAN AGGREGATE ENTERPRISES, LLC

3705 BELLEVUE AVE
LAKE WORTH, FL 33461
OFFICE: 561-969-7147

DEPT. OF ENVIRONMENTAL RESOURCES MGMT.
2300 NORTH JOG ROAD, 4TH FLOOR
WEST PALM BEACH, FL 33411
Attention: Michael Stahl

10/20/2015

SOUTH JUPITER DUNE RESTORATION PROJECT

<u>JOB AS OUTLINED BELOW</u>	<u>QTY</u>	<u>UNITS</u>	<u>ITEM</u>	<u>PRICE</u>
1 SUPPLY SAND	12,500	TON	10.05	125,625.00
2 TRANSPORT AND DELIVERY - FILL (FIRST TON MILE) 1	12,500	Ton-Mile	1.36	17,000.00
3 TRANSPORT AND DELIVERY - FILL (ADDITIONAL TON MILE) 62.82	785,250	Ton-Mile	0.15	117,787.50
6 BEACH PLACE AND GRADE (<1000' FROM ACCESS)	10,500	TON	2.03	21,315.00
7 BEACH PLACE AND GRADE (1000'-2000' FROM ACCESS)	2,000	TON	2.43	4,860.00
9 SITE PREPARATION & RESTORATION	1	W/O	1317.47	1,317.47
15 MAINTENANCE OF TRAFFIC	1	W/O	1317.47	1,317.47
16 CERTIFIED SAND QUALITY TESTING	12	EVENT	323.78	3,885.36
TOTAL\$				293,107.80

THIS PROPOSAL IS SUBJECT TO ALL TERMS AND CONDITIONS OF ALL DOCUMENTS HEREOF, AND SHALL BECOME A CONTRACT
WHEN ACCEPTANCE BELOW IS SIGNED BY AN AUTHORIZED AGENT OF BOTH PARTIES

EASTMAN AGGREGATES ENTERPRISES, LLC

DATE: _____

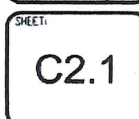
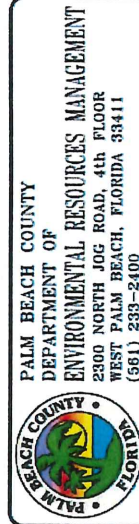
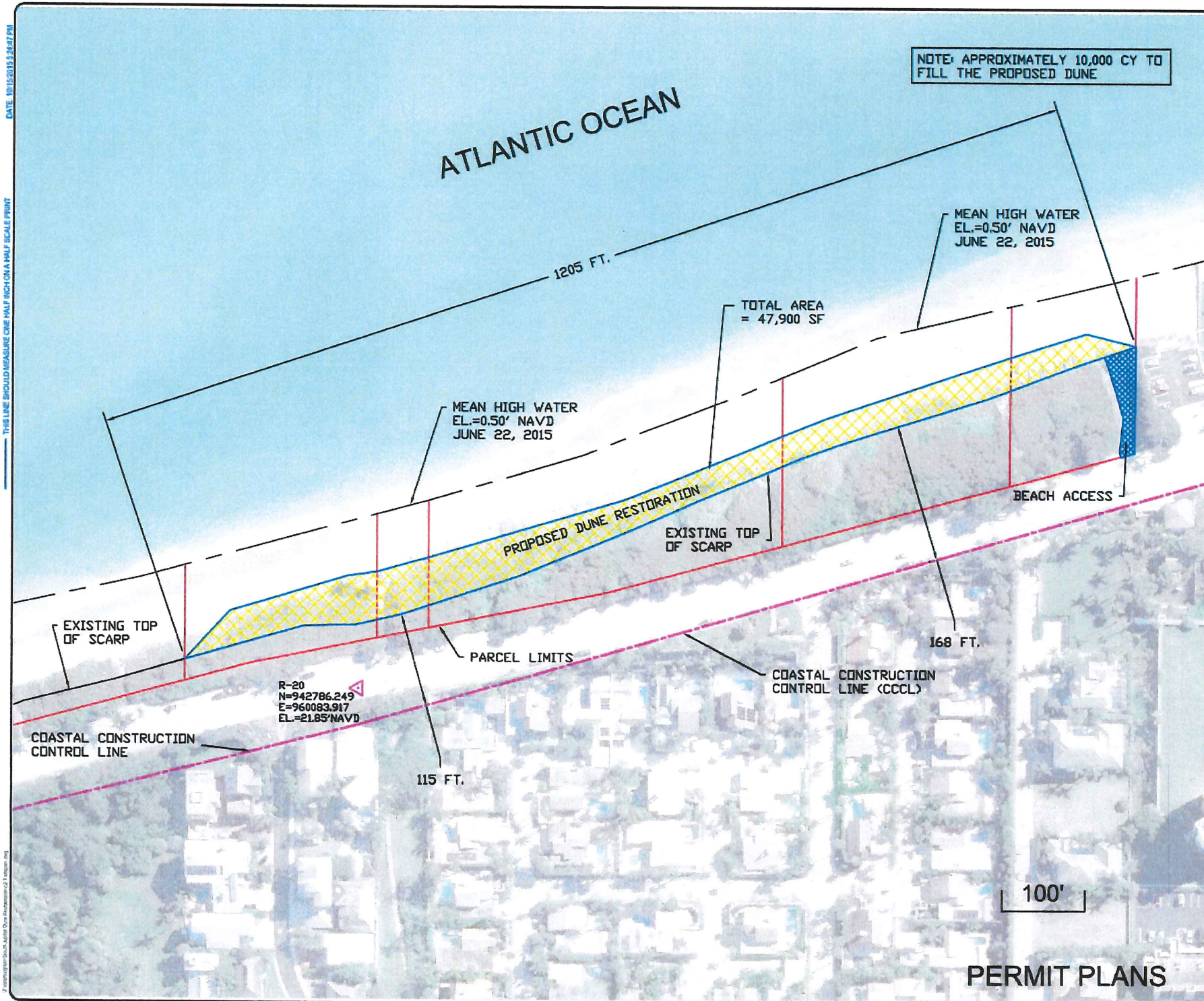
ACCEPTED:

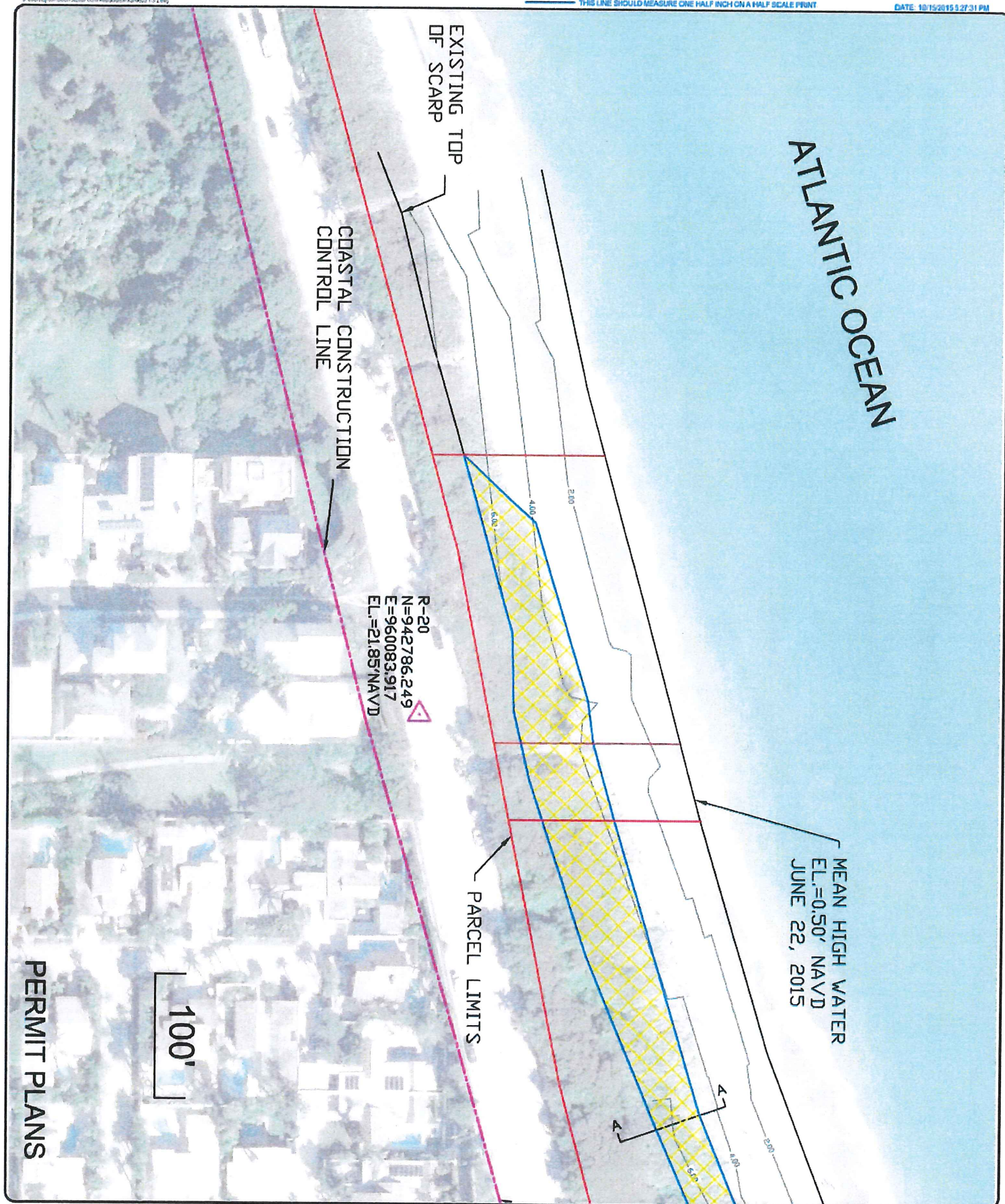
FOR:

DATE:

DATE: 10/15/2015 3:34:47 PM

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT





PROJECT:
SOUTH JUPITER
DUNE RESTORATION

PLAN VIEW



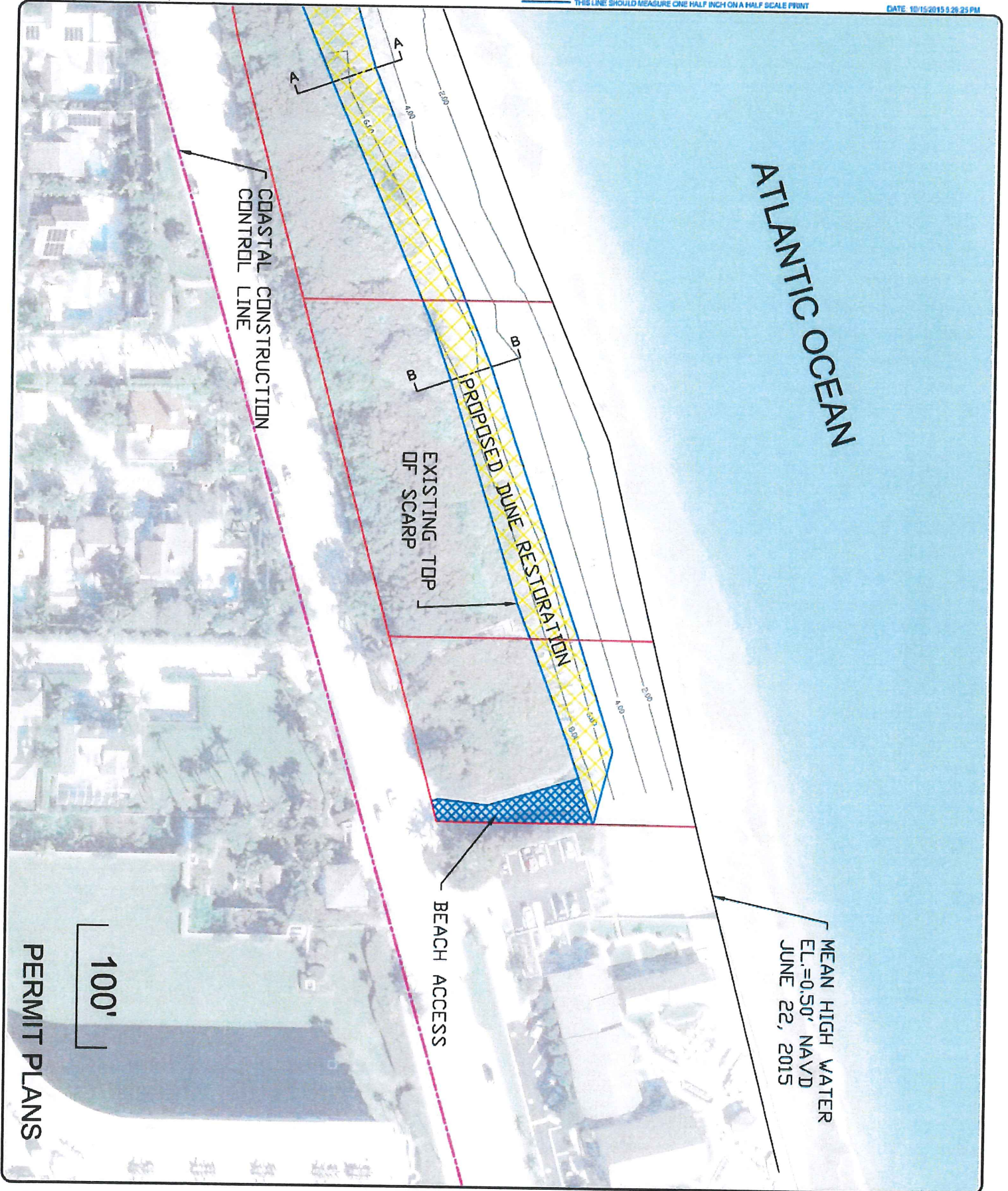
SCALE: AS NOTED
APPROVED: CT
DRAWN: IA
CHECKED: CT
DATE: 08/06/2015

SEAL

08/06/2015
CLINTON W. THOMAS
FL P.E. No. 32070



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400



PERMIT PLANS

100'

C3.2

SHEET

PROJECT:
SOUTH JUPITER
DUNE RESTORATION

PLAN VIEW



SCALE AS NOTED
APPROVED CT
DRAWN IA
CHECKED CT
DATE 08/06/2015

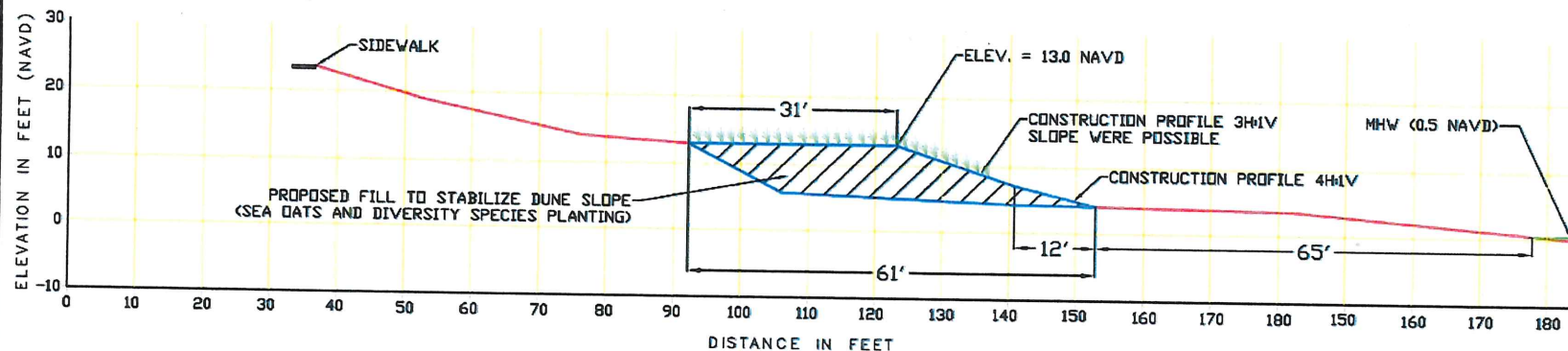
SEAL

08/06/2015
CLINTON W. THOMAS
F.L.P.E. No. 32070

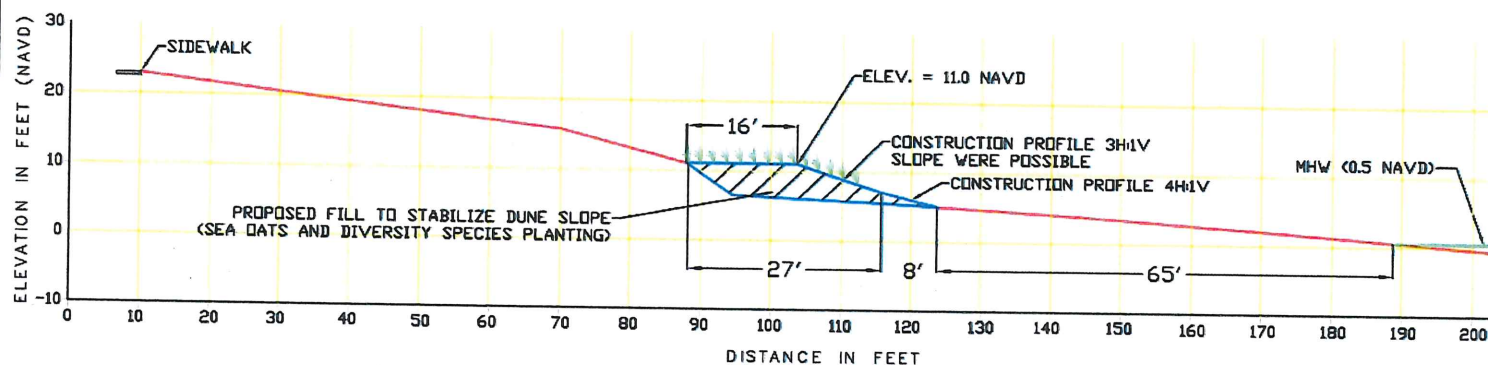


PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400

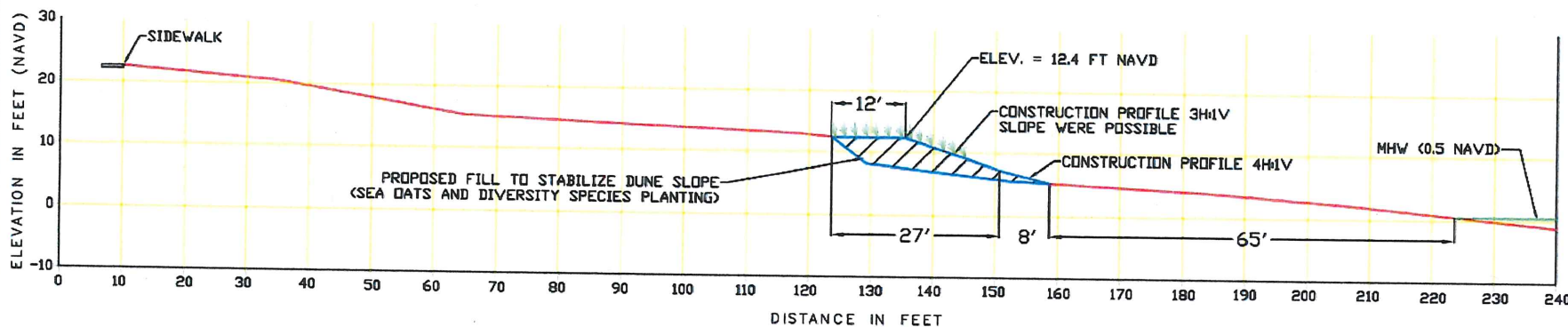
SECTION R-20



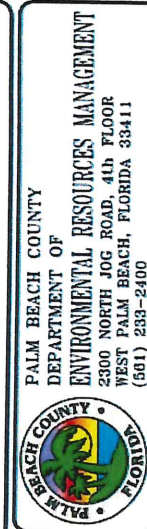
SECTION A-A



SECTION B-B



PERMIT PLANS



SCALE

08/06/2015
CLINTON W. THOMAS
P.E., F.C.E., F.A.S.T.

SCALE AS NOTED

APPROVED	CT
DRAWN	IA
CHECKED	CT
DATE	08/06/2015



PROJECT
SOUTH JUPITER
DUNE RESTORATION

CROSS SECTIONS

SHEET

C4.1

SCHEDULE 1 FOR WORK ORDER NO. 1825-06
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 Ent.

ADDRESS: 3705 Bellevue Ave., 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				
		M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
Name, Address and Phone Number		Minority Business	Small Business					
1.	<u>Eastman Aggregate Enterprises, LLC.</u> <u>3705 Bellevue Ave</u> <u>Lake Worth, FL 33461</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				<u>\$108,670.30</u>	
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 \$ 293,107.80

Total SBE-M/WBE Participation Dollar Amount and/or Percentage of Work \$108,670.30

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

Bernie Eastman, Office Manager
 Signature

Title

- Note:
- 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.
 - 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.
 - M/WBE information is being collected for tracking purposes only.

Revised 7/2/2013

OSBA SCHEDULE 2 FOR WORK ORDER NO. 1825-06
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
<u>1</u>	<u>Supply Sand</u>	<u>2,500 tons</u>	<u>10.05</u>	<u>125,625.00</u>
<u>2</u>	<u>Transport: Delivery 1st ton mile</u>	<u>12,500 ton mile</u>	<u>1.36</u>	<u>17,000.00</u>
<u>3</u>	<u>Transport: Delivery add. ton mile</u>	<u>785,250 ton mile</u>	<u>.15</u>	<u>117,787.50</u>
<u>6</u>	<u>Beach place: grade < 1000'</u>	<u>10,500 tons</u>	<u>2.03</u>	<u>21,315.00</u>
<u>7</u>	<u>Beach place: grade > 1000'</u>	<u>2,000 tons</u>	<u>2.43</u>	<u>4,860.00</u>
<u>9</u>	<u>Site Prep: Restoration</u>	<u>1 w/o</u>	<u>1317.47</u>	<u>1,317.47</u>

6070
#15,375.00

at the following price or percentage _____
 (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 64,893.75

Allied Trucking of Palm Beach
Austin Taylor Trucking
 (Name of Subcontractor)

Item #1
2:3

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: [Signature]
 (Signature)

Bernard Eastman, MGRM
 Print name/title of person executing on behalf
 of SBE-M/WBE

Revised 7/2/2013

Date: 10/20/15

OSBA SCHEDULE 2 FOR WORK ORDER NO. 1825-06
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
<u>15</u>	<u>MOT</u>	<u>1 w/o</u>	<u>1317.47</u>	<u>1,317.47</u>
<u>16</u>	<u>Certified Sand Testing</u>	<u>12 Etest</u>	<u>323.71</u>	<u>3,886.32</u>

at the following price or percentage \$ 242,851.80
 (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 1,100.00 Acme Barricades Item #15
3,300.00 GFA International Item #16
 (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: [Signature]
 (Signature)

Bernard Eastman NGKM
 Print name/title of person executing on behalf
 of SBE-M/WBE

Date: 10/28/15

Palm Beach County Annual Dune & Wetland 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 for \$4,262,891

Amendment No. 1 (R2014-1322) increases Contract amount for 1st year by \$5,351,864.00

Amendment No. 2 (R2014-1936) 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

Amendment No. 3 (R2015-xxxx) to extend the Contract 1 year, expiring on December 16, 2016

Amendment No. 3 increases Contract amount for 3rd year by Not To Exceed \$4,450,665.23

Total Contract Not To Exceed: \$18,516,085.46

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	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	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	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	376,964.17 293,904.17	Grassy Flats Restoration Project / Okeehetee 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	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	1,303,960.72 579,749.19	Singer Island Dune Restoration Project	12/2/2014 BCC	1/5/2015
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	175,747.58 280,824.99	Grassy Flats Restoration Project / 90 day Work Time Extension; BCC Delegation 12/16/2014	1/9/2015 ERM	1/20/2014
1825-02B	2,002,770.00 1,091,808.00	2,002,770.00 1,091,808.00	Jupiter/Carlin Shore Protection Project 3	2/3/2015 BCC	9/17/2014
1825-02C	195,114.50 108,005.50	228,807.16 373,834.51	Jupiter/Carlin Shore Protection Project 3	4/8/2015 CRC	9/17/2014
1825-04	94,323.05 79,843.85	79,482.16 67,336.34	Bryant Park Living Shoreline	5/15/2015 ERM	5/18/2015
1825-05	375,964.66 132,142.42		Singer Island Dune Restoration Project Zone 4	12/15/2015 BCC	
Amendment No. 3			Increase Contract by \$4,450,665.23 and Extend Contract by 1 Year	12/15/2015 BCC	
1825-06	293,107.80 108,670.30		South Jupiter Dune Restoration Project	BCC	

Total: \$11,280,243.85

SBE: \$6,457,824.52

SBE Participation: 57.24%

Report Date: 12/3/2015

* Actual amount expended for completed Work Orders and approved for closeout by Contract Review Committee.

ATTACHMENT 2

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN OF JUPITER

THIS AGREEMENT is made and entered into on this ____ day of _____, 2015, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the TOWN OF JUPITER, a municipal corporation in the State of Florida, (the "TOWN"), 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 TOWN is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY and the TOWN intend to make the most efficient use of their powers by continuing to cooperate with each other on shoreline protection TASKS within the municipal limits of the TOWN; and

WHEREAS, the COUNTY's Comprehensive Plan includes strategies for municipal cost sharing and funding priorities for shoreline protection (Objective 1.2 Policy 1.2-a & h); and

WHEREAS, the COUNTY and the TOWN desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism for funding the PROJECT, and to set forth the terms, conditions and obligations of each of the respective parties hereto.
3. The PROJECT.
 - A. Description. The PROJECT consists of a dune restoration project on the beach which is more particularly described in the attached as Exhibit A, beginning at a point 230 feet north of R-20 and ending 300 feet north of R-21 (the Project Area).
 - B. Eligible TASKS. The TASKS for the PROJECT consist of project management; engineering; design; permitting; construction; and environmental and project performance monitoring.
4. Term. The term of this Agreement shall be from the date of execution by both parties through December 31, 2016, unless otherwise provided herein. Notwithstanding, work conducted on this PROJECT by the COUNTY and its consultants/contractors beginning on or after January 1, 2015 shall be eligible for reimbursement by the TOWN.
5. Funding. The parties agree that the TOWN will cost share in the eligible expenses for the PROJECT as described in this Agreement. Each party agrees to diligently pursue the approval and procurement of its funding obligation.
6. COUNTY Obligations.
 - A. The COUNTY shall pay all expenses of the PROJECT in anticipation of partial reimbursement from the TOWN.
 - B. The COUNTY shall submit invoices for payment to the TOWN not more frequently than quarterly, but at least annually. For reimbursement to occur, the COUNTY shall submit invoices to the TOWN that shall include a reference to this Agreement, identify the PROJECT, identify the TASKS performed, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses that have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the TOWN.
 - C. The COUNTY shall maintain adequate records to justify all charges,

expenses and costs represented by the invoice amounts for at least five (5) years after completion of the PROJECT or termination of this Agreement, whichever occurs last. The COUNTY shall afford the TOWN 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.

- D. The COUNTY shall submit requests for State funding assistance, if applicable, and shall provide a copy of any such submittal to the TOWN.
- E. The COUNTY shall provide the TOWN with copies of any TASK related 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 for shoreline protection work within the TOWN related to this Agreement. To the greatest extent possible, the above documents shall be provided in digital format.
- F. The COUNTY shall be responsible for management, design, construction and monitoring of the PROJECT.
- G. 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.

7. TOWN Obligations.

- A. The TOWN shall cost share with the COUNTY on the PROJECT on a reimbursement basis. Cost sharing shall be limited to 20% of the expenses for eligible TASKS, not to exceed \$72,400.00 described in this Agreement and to be more fully detailed in a Scope of Work, which is attached hereto as Exhibit "B." Eligible tasks are limited to: project management; engineering; design; permitting; construction; and environmental and project performance monitoring.
- B. The TOWN shall appropriate adequate funds to cover the TOWN's share of the eligible PROJECT costs.
- C. Invoices received from the COUNTY and approved by the TOWN 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.
- D. Notwithstanding any other provision herein, the TOWN's obligation to

pay under this Agreement is contingent upon an appropriation for its purpose by its Town Council in its annual fiscal year budget during the term of this Agreement.

8. 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 TOWN’s representative/contract monitor during the term of this Agreement shall be the Town Manager, whose telephone number is (561) 741-2214.

9. 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 above in Section 8, at the below cited address. 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. A copy of all such notice shall also be sent to the following counsel by U.S. Mail. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

Palm Beach County Department of Environmental Resources Management 2300 North Jog Road, 4 th Floor West Palm Beach, FL 33411-2743	Town Manager Town of Jupiter 210 Military Trail Jupiter, FL 33458	Palm Beach County Attorney’s Office 301 North Olive Avenue 6 th floor West Palm Beach, FL 33401
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- 10. 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.
- 11. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.
- 12. Recording. A copy of this Agreement shall be recorded and filed with the Clerk of the Circuit Court in and for Palm Beach County.
- 13. 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 a court of competent jurisdiction located 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.

14. 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 TOWN against any actions, claims, or damages arising out of the COUNTY's negligence in connection with this Agreement, and the TOWN shall indemnify, defend and hold harmless the COUNTY against any actions, claims or damages arising out the TOWN'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.
15. Insurance. Each party shall maintain a fully funded program of self-insurance pursuant to Section 768.28 Florida Statutes. Each party agrees to require any contractor performing pursuant to this Agreement to maintain insurance coverage approved by the COUNTY, naming both the TOWN and COUNTY as additional insured and providing that the contractor shall save, defend and hold harmless the COUNTY or the TOWN, depending on the entity which is a party to the contract, for any and all suits, actions, claims, demands, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature arising or occasioned or contributed to in whole or in part by reason of any act, omission, fault or negligence of the contractor. Each party agrees to have any contractor performing work pursuant to this Agreement to supply the other party with a certificate of insurance naming that party. Each party expressly understands and agrees that any insurance protection furnished shall in no way limit its responsibilities to indemnify and save harmless the other party under the provisions of paragraph 14 of this Agreement.
16. Equal Opportunity. The COUNTY and the TOWN 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 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.

TOWN has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421,

as amended, or in the alternative, if the TOWN does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that TOWN will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

17. Severability. In the event that any section, paragraph, sentence, clause, or provisions 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.
18. Waiver of Breach. It is hereby agreed to by the parties that no waiver of 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.
19. Termination. Either party may terminate this Agreement by giving thirty (30) days prior written notice and shall pay for all costs incurred and due under the terms of this Agreement as of the date of termination.
20. Entirety of Agreement. The TOWN 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 this Agreement may be added to, modified superseded, or otherwise altered, except by written instrument executed by the parties hereto.
21. 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.
22. 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 this Agreement.
23. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
24. 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.

25. 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.
26. 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 the TOWN, 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.

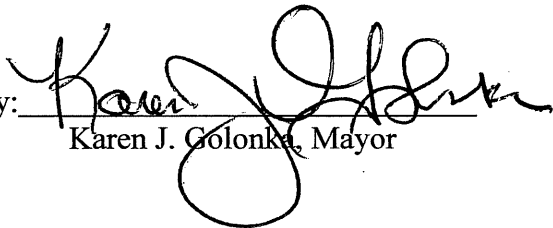
27. No third party beneficiary: No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or TOWN.

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 Town of Jupiter 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 Town Clerk, the date and year first above written.

TOWN OF JUPITER, FLORIDA

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

By: 
Karen J. Colonka, Mayor

By: _____
Mary Lou Berger, Mayor

ATTEST:

ATTEST:

By: 
TOWN Clerk

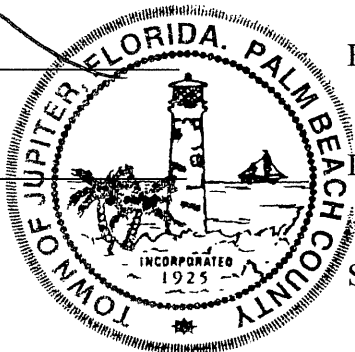
Sharon R. Bock, Clerk and Comptroller

By: _____
Deputy Clerk

DATE: _____

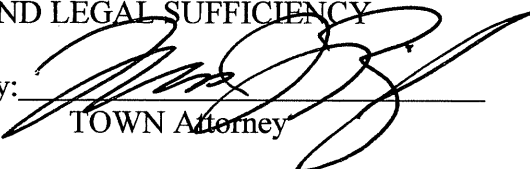
DATE: _____

Seal



Seal

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
TOWN Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

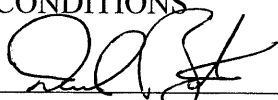
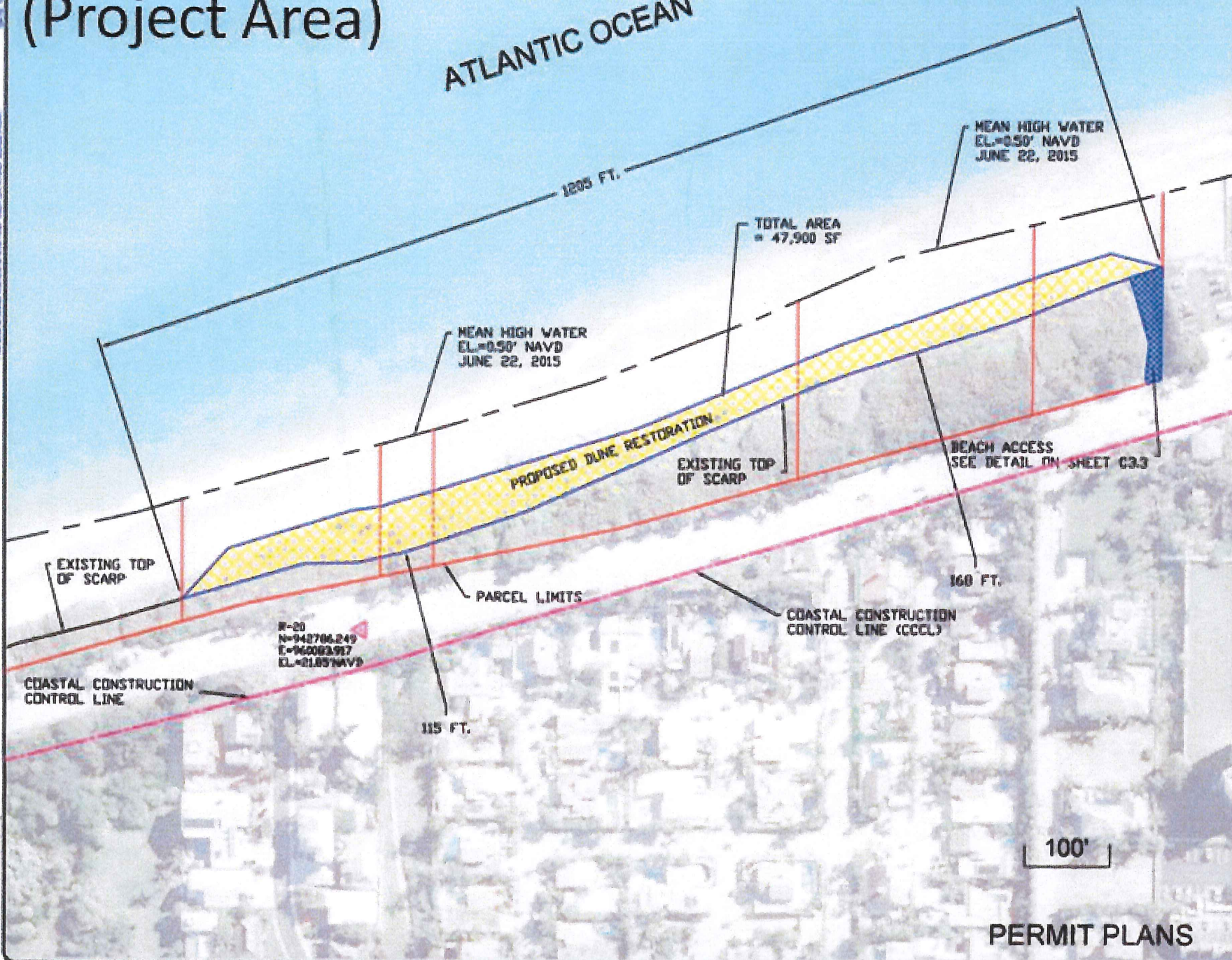
By: 
Robert Robbins, Director
Dept. of Env. Resources Management

Exhibit A (Project Area)

ATLANTIC OCEAN

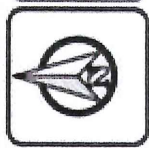
NOTE: APPROXIMATELY 10,000 CY TO FILL THE PROPOSED DUNE



PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2500 NORTH JOE ROAD, 4TH FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400

SCALE
1"=40' HORIZ
1"=20' VERT
DATE: 12/4/2015
DRAWN BY: J. L. 12/2/15

SCALE: AS SHOWN
APPROVED: CT
DESIGNED: UA
CHECKED: CT
DATE: 12/4/2015



PROJECT
SOUTH JUPITER
DUNE RESTORATION
SITE PLAN

SHEET
C2.1

PERMIT PLANS

Exhibit B – Project Description and Scope of Work

The proposed project location is the stretch of beach beginning at a point 230 feet north of R-20 and ending 300 feet north of R-21. Recent erosion within the proposed project area has heavily impacted the dunes, damaged beach walkovers and left upland infrastructure including SR A1A with limited storm protection. Property owners within the project area executed dune restoration easements with the County in 1999 to facilitate the only sand placement effort along this stretch of beach that same year. Since that time, the beach has not received any additional fill material.

The attached construction drawings propose a maximum fill template. The proposed dune elevation will be 11.0-13.0 ft NAVD. Site conditions at the time of construction will further define the fill template based on the position of the Mean High Water Line. All fill will be placed above the Mean High Water Line. Fill material for this project will be from an FDEP approved inland mine.

Plans to reconstruct the dune include hauling fill material from an approved inland mine to the project staging sites and placing the material with heavy equipment throughout the eroded dune system. Beach access will occur at the staging site located at Walkover 52 where material will be placed on the beach and transported via front end loader. A bulldozer will grade the material within the project area.

Approximately .75 acres of the newly constructed dune will be planted with native, salt-tolerant dune plants spaced 18" apart. Native species used will consist of 90% *Uniola paniculata* (sea oats) and 10% diversity species. Three to four diversity species, such as *Ipomoea pes-caprae* (railroad vine), *Canavalia rosea* (beach bean), *Paspalum vaginatum* (seashore paspalum) and *Panicum amarum* (panic grass) will be selected to be planted throughout the project area.

Work will occur as needed between January 28, 2016 and February 28, 2016 and is expected to take approximately two weeks.

ATTACHMENT 3

THIS LINE SHOULD MEASURE ONE HALF INCH ON A HALF SCALE PRINT.

DATE: 10/26/2015 4:45:48 PM



PERMIT PLANS

PROJECT:
**SOUTH JUPITER
DUNE RESTORATION**

SITE PLAN



SCALE: AS NOTED
APPROVED: CT
DRAWN: IA
CHECKED: CT
DATE: 7/24/2015

SEAL

7/24/2015
CLINTON W. THOMAS
FL P.E. No. 32070



**PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT**
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400

C2.1

SHEET