

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: April 10, 2018 Consent Regular
 Public Hearing Workshop
 Department: Engineering & Public Works
 Submitted By: Engineering & Public Works
 Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

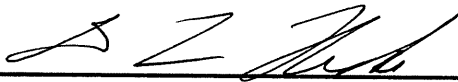
Motion and Title: Staff recommends motion to approve: an interlocal agreement with the City of Boynton Beach (City) to allow the City to use Palm Beach County's (County) Municipal Service Taxing Unit (MSTU) program to assess benefitting property owners for the cost of aquatic management services to clean up the private canals in Lake Shore Haven and Lake Eden Plat Four (Project).

SUMMARY: Approval of the agreement will allow the City to use the County's MSTU program (County Code, Chapter 26 – Special Districts, Article II, Municipal Service Taxing Unit), to establish an assessment on the benefitting property owners for the cost of the project. The City requested the County facilitate an assessment process for monthly aquatic management services including algae, border grass and invasive exotic plant control for 10 years. The City will prepare the scope of services and specifications and will oversee all aspects of the project at the City's cost. The City will also reimburse the County a maximum of \$5,000 for administration of the MSTU program. District 4 (LBH)

Background and Justification: The County will distribute petitions to the benefitting property owners. If 51% positive responses are received from the benefitting property owners, the County will hold a public hearing and, upon approval by the Board of County Commissioners, assess the properties and transfer the assessment collected to the City quarterly.

Attachments:

1. Location Map
2. Agreements with Exhibits A & B (2)
3. City of Boynton Beach Resolution with Exhibit A & B

OKF
KFS
 Recommended By:  2/29/2018
Department Director Date

Approved By:  3/23/18
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	\$ 5,000	-0-	-0-	-0-	-0-
External Revenues	(\$5,000)	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ 0	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:
 Fund 3500 Dept 360 Unit 4260 Object 1201/6993

Recommended Sources of Funds/Summary of Fiscal Impact:
 Transportation Improvement Fund
 Roadway Production

**This item has no fiscal impact. The Tax Collector's Office will transfer the collected funds to the City of Boynton Beach, which will pay for the project. Cost associated with the administration of the MSTU assessment program will be reimbursed by the City at a maximum of \$5,000.

C. Departmental Fiscal Review: Alice Kovalainen

III. REVIEW COMMENTS

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

[Signature] 3/6/18
 OFMB (P) 3/6/18 3/6/18

[Signature] 3/14/18
 Contract Dev. and Control 3/14/18

B. Approved as to Form and Legal Sufficiency:

[Signature]
 3/15/2018 Assistant County Attorney

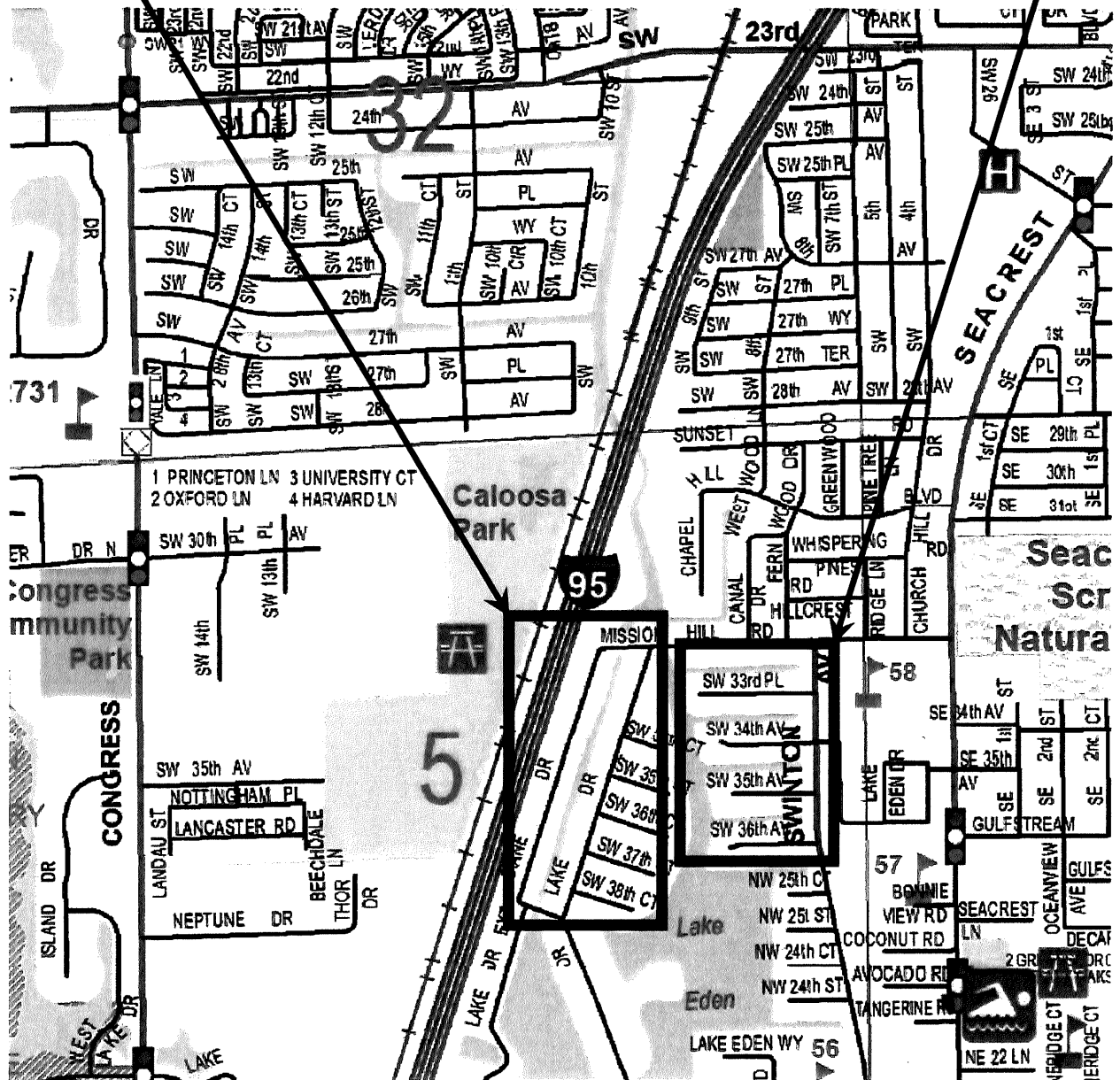
C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

PRIVATE LAKE SHORE HAVEN CANAL AND

FOUR PRIVATE CANALS IN LAKE EDEN PLAT FOUR



LOCATION SKETCH

B17-123

**AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND
PALM BEACH COUNTY, FLORIDA
FOR**

**THE MONETARY ASSESSMENT FOR THE AQUATIC MANAGEMENT SERVICES
OF THE PRIVATE LAKE SHORE HAVEN CANALS AND FOUR PRIVATE CANALS
IN LAKE EDEN PLAT FOUR**

**THIS AGREEMENT is made and entered into this 12th day of December, 201~~7~~
by and between the City of Boynton Beach, a municipality in the State of Florida, (CITY),
and Palm Beach County, a political subdivision of the State of Florida, by and through its
Board of County Commissioners, (COUNTY) (collectively "parties" and individually
"party").**

WITNESSETH:

**WHEREAS, the COUNTY and the CITY are authorized to enter into this
AGREEMENT pursuant to Chapter 163, Florida Statutes, as amended, which permits local
governmental units to make the most efficient use of their powers by enabling them to cooperate
with other localities on a basis of mutual advantage; and**

**WHEREAS, the CITY has requested the COUNTY to facilitate an assessment process
per COUNTY Code, Chapter 26 – Special Districts, Article II, Municipal Service Taxing Units
(MSTU) for monthly aquatic management services including monthly algae, border grass and
invasive exotic plant control plan along approximately 2,000 linear feet of private Lake Shore
Haven Canal in the Lake View Haven Subdivision (Exhibit A) and in four private canals in Lake
Eden Plat Four (Exhibit B), hereinafter referred to as the PROJECT; and**

**WHEREAS, the CITY will cause to be prepared, scope of services and specifications for
the purpose of providing TEN (10) years of monthly aquatic management services for the
PROJECT; and**

**WHEREAS, the CITY is desirous of funding and facilitating the PROJECT if at least
51% of initial petitions returned by the benefitting property owners agree to the PROJECT; and**

**WHEREAS, the COUNTY is agreeable to assessing the property owners benefitting
from the PROJECT over a TEN (10) year period at an interest rate not to exceed 5.5% per
annum, and transferring the collected funds to the CITY; and**

**WHEREAS, the CITY is agreeable to including the COUNTY administrative fees in the
funding of the PROJECT.**

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The above recitals are true and correct and hereby adopted and incorporated herein.

1. COUNTY Responsibilities:

- A. The COUNTY will petition the benefitting property owners within the PROJECT boundary to determine if a majority (51%) of the returned petitions are in favor of being assessed by the COUNTY for the PROJECT.
- B. Notify the benefitting property owners, by letter, of their proposed assessment when the CITY receives bids, and the PROJECT costs, including Palm Beach County Property Appraisers', Office of the Clerk & Comptrollers' and Tax Collectors' fees, are known, and the Public Hearing date scheduled before the Palm Beach County Board of County Commissioners (BCC).
- C. Hold a Public Hearing in the COUNTY Commissioners' chambers before the BCC to establish and confirm the benefitting property owners' assessment.
- D. Provide the CITY with a list of benefitting property owners based on the assessment roll approved at the COUNTY Public Hearing.
- E. Transfer the assessments collected to the CITY on the first workday of each quarter of the calendar year.

2. CITY Responsibilities:

- A. Oversee the PROJECT at the CITY'S sole cost.
- B. Participate in the Public Hearing before the BOARD to answer any questions.
- C. Reimburse the COUNTY for costs incurred during the administration of the MSTU assessment program for the PROJECT, including but not limited to staff costs, initial petition process, public hearing process and mailing costs, at the following lump sum for each milestone achieved:
Initial Petition process Completion: \$2,500, regardless of the outcome of the petitions;
Public Hearing process and Final Assessment Roll filed: \$2,500.
The CITY shall pay to the COUNTY compensation as set forth above within thirty (30) days of receiving written notification from the COUNTY of completion of the above milestones. COUNTY will not proceed with work for the next milestone until payment of the previous milestone is received.

3. PERSONNEL:

All of the PROJECT services required herein shall be performed by the CITY's contractor and will be overseen by CITY personnel. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

As provided in Section 287.132-133, Fla. Stat., by entering into the agreement or performing any work in furtherance hereof, CITY certifies that its' affiliates, suppliers, contractors, sub-contractors and consultants who perform work hereunder, have not been

placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Fla. Stat.

4. INDEMNIFICATION:

Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless City against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and City shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

5. NOTICE:

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger services, or mailed by registered or certified mail to the following addresses:

COUNTY Palm Beach County Engineering Department
Attention: Tanya N. McConnell, P.E.
 Deputy County Engineer
 P.O. Box 21229, W. Palm Beach, FL 33416

CITY City of Boynton Beach Public Services
Attention: Colin Groff, PE
 Assistant City Manager – Public Services
 100 E Boynton Beach Blvd.,
 Boynton Beach, FL 33435

If either party changes its mailing address of designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

6. MISCELLANEOUS PROVISIONS

A. REMEDIES:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, 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. The failure of any party to

insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

B. 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 CITY.

A. ARREARS:

The CITY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

D. ACCESS AND AUDITS:

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY's place of business.

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 agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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, Fla. Stat., in the same manner as a second-degree misdemeanor.

E. NONDISCRIMINATION:

The CITY will include in the aquatic management contract that, the Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

F. SEVERABILITY:

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and

every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

G. ENTIRETY OF AGREEMENT

The COUNTY and the CITY agree that this Agreement 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 and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

F. ATTORNEY FEES:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

I. GOVERNING LAW AND VENUE:

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of the venue.

J. LIABILITY:

The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the parties, of the liability limits established in Section 768.28, Fla. Stat.

K. LAWSUITS:

CITY shall promptly notify COUNTY of any lawsuit-related complaint, or cause of action threatened or commenced against it, which arises out of or relates, in any manner, to the performance of this Agreement.

L. DEFAULT:

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

M. JOINT PREPARATION:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

N. BINDING EFFECT:

All of the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

O. HEADINGS:

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

P. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Q. ASSIGNABILITY:

This Agreement may not be assigned without prior written consent of all parties to this Agreement, provided such consent may not be unreasonably withheld.

R. ANNUAL APPROPRIATION:

County's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Board.

S. FILING:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

T. EFFECTIVE DATE:

This Agreement shall be effective as of the last date that it is signed by all parties hereto.

THIS SPACE LEFT BLANK

INTENTIONALLY

EXECUTED by the CITY OF BOYNTON BEACH this 12 day of Dec, 2017.

(Authority Seal)

ATTEST:

Judith Pyle

Judith Pyle, CITY Clerk

CITY OF BOYNTON BEACH

Steven B. Grant

Steven B. Grant, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]

_____, CITY Attorney

EXECUTED by COUNTY this _____ day of _____, 201_.

(County Seal)

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

Deputy Clerk

PALM BEACH COUNTY, FLORIDA

By ITS BOARD OF COUNTY
COMMISSIONERS

Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Assistant County Attorney

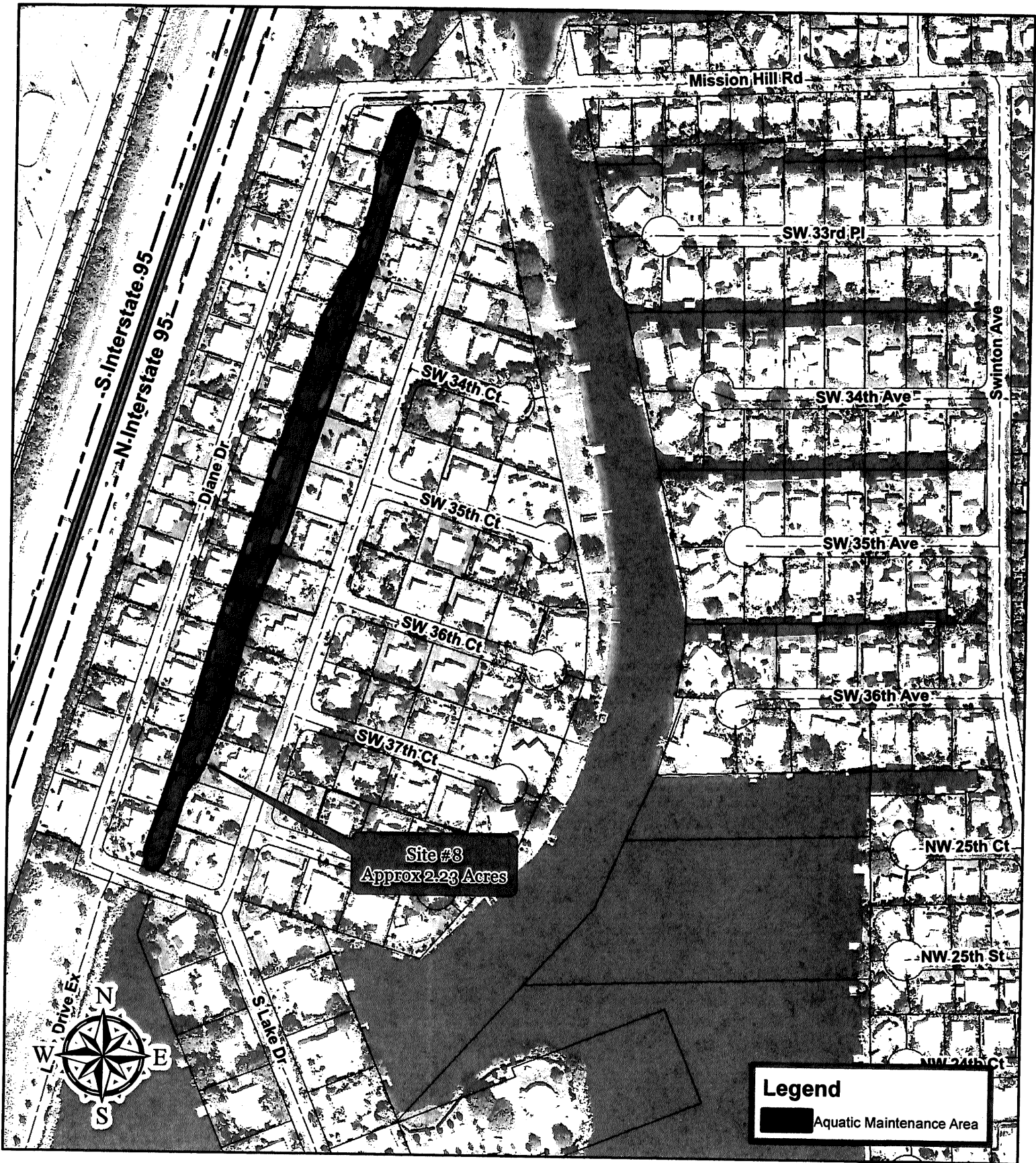
APPROVED AS TO TERMS
AND CONDITIONS:

Division Director

AQUATIC MAINTENANCE SITE #8

EXHIBIT A

Lake Shore Haven Canal



625 312.5 0 625 Feet

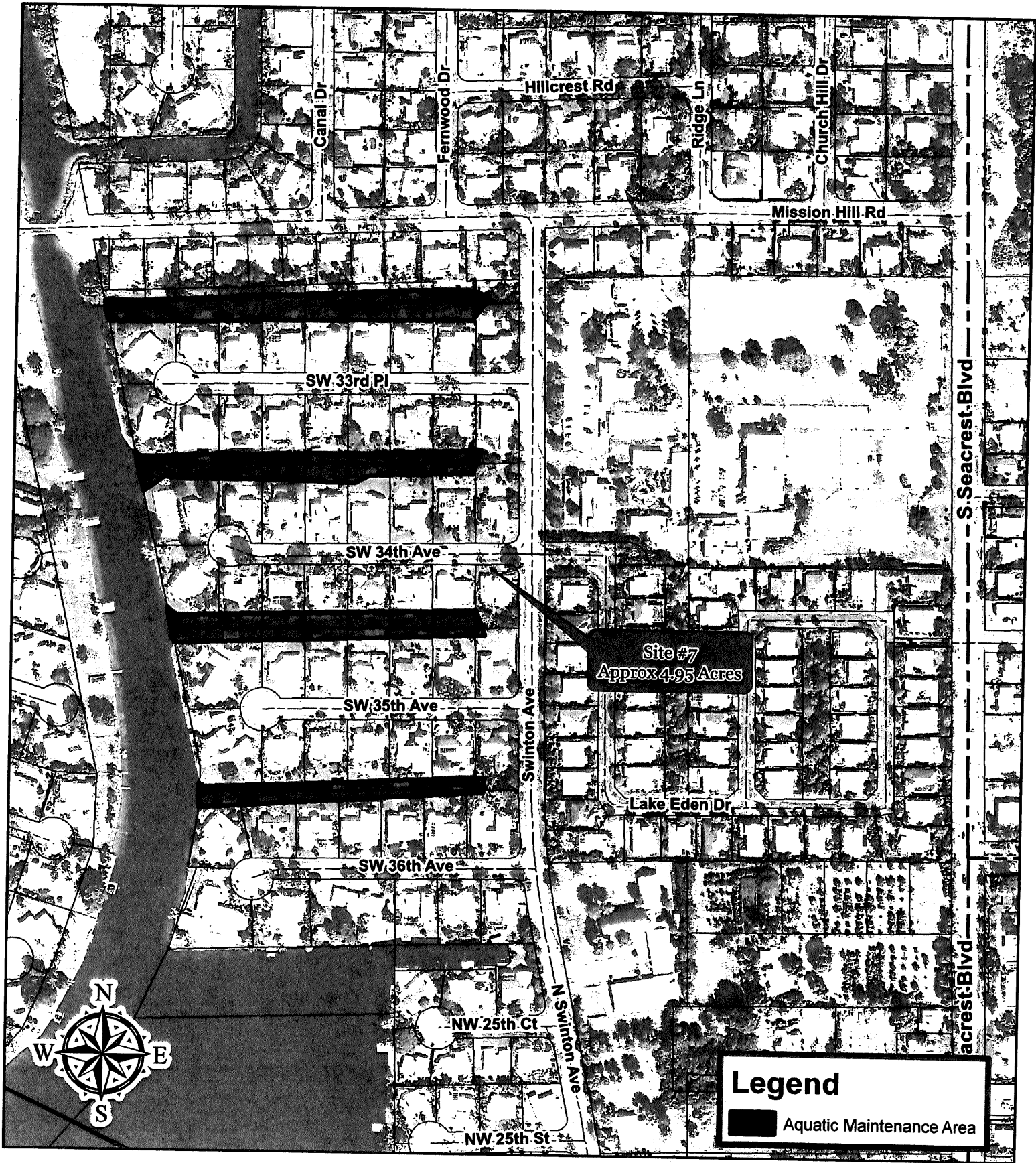
Map Scale: 1" = 120'

Map Created By: Greg Owens
Date: August 15th, 2013

AQUATIC MAINTENANCE SITE #7

Lake Eden Four Canals

EXHIBIT B



600 300 0 600 Feet

Map Sale: 1" = 300'

Map Created By: Greg Owens
Date: August 15th, 2013

RESOLUTION R17-123

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A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT WITH PALM BEACH COUNTY FOR THE MONETARY ASSESSMENT FOR AQUATIC MANAGEMENT SERVICES OF THE PRIVATE LAKE SHORE HAVEN CANALS AND FOUR PRIVATE CANALS IN LAKE EDEN PLAT FOUR AS PART OF PALM BEACH COUNTY'S MSTU PROGRAM; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

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WHEREAS, as part of Palm Beach County's Municipal Service Taxing Unit (MSTU) program, the City of Boynton Beach and the County will enter into an agreement for monthly aquatic management services, including monthly algae, border grass, and invasive exotic plant control along approximately 2,000 linear feet of private Lake Shore Haven Canal in the Lake Haven Subdivision east of Diane Drive and four private canals in Lake Eden Plat Four south of Mission Hill Road; and

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WHEREAS, the City will be responsible for funding and facilitating the program and the County will assess the property owners for the cost of the program and transfer the collected funds to the City; and

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WHEREAS, this agreement will provide a process for maintaining the private canals with funding by each of the property owners through a property assessment by Palm Beach County; and

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WHEREAS, the City Commission upon recommendation of staff, deems it to be in the best interest of the citizens and residents of the City of Boynton Beach to authorize the Mayor to sign an Agreement with Palm Beach County for the monetary assessment for aquatic management services of the private Lake Shore Haven Canals and four private canals in Lake Eden Plat Four as part of Palm Beach County's MSTU program.

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF

30 THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

31 Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as
32 being true and correct and are hereby made a specific part of this Resolution upon adoption
33 hereof.

34 Section 2. The City Commission approves and authorizes the Mayor to sign an
35 Agreement with Palm Beach County for the monetary assessment for aquatic management
36 services of the private Lake Shore Haven Canals and four private canals in Lake Eden Plat Four
37 as part of Palm Beach County's MSTU program, a copy of the Agreement is attached hereto
38 and made a part hereof as Exhibit "A".

39 Section 3. That this Resolution shall become effective immediately upon passage.

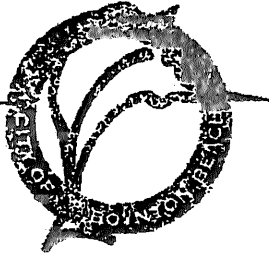
40 PASSED AND ADOPTED this 5th day of December, 2017

41	CITY OF BOYNTON BEACH, FLORIDA	YES	NO
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43			
44	Mayor – Steven B. Grant	<u>✓</u>	_____
45			
46	Vice Mayor – Justin Katz	<u>✓</u>	_____
47			
48	Commissioner – Mack McCray	<u>✓</u>	_____
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50	Commissioner – Christina L. Romelus	<u>✓</u>	_____
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52	Commissioner – Joe Casello	<u>✓</u>	_____
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ATTEST:

VOTE

58 Judith A. Pyle
59 Judith A. Pyle, CMC
60 City Clerk



A17-123

EXHIBIT "A"

**AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND
PALM BEACH COUNTY, FLORIDA
FOR
THE MONETARY ASSESSMENT FOR THE AQUATIC MANAGEMENT SERVICES
OF THE PRIVATE LAKE SHORE HAVEN CANALS AND FOUR PRIVATE CANALS
IN LAKE EDEN PLAT FOUR**

THIS AGREEMENT is made and entered into this 12th day of December, 2018, by and between the City of Boynton Beach, a municipality in the State of Florida, (CITY), and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (COUNTY) (collectively "parties" and individually "party").

WITNESSETH:

WHEREAS, the COUNTY and the CITY are authorized to enter into this AGREEMENT pursuant to Chapter 163, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the CITY has requested the COUNTY to facilitate an assessment process per COUNTY Code, Chapter 26 – Special Districts, Article II, Municipal Service Taxing Units (MSTU) for monthly aquatic management services including monthly algae, border grass and invasive exotic plant control plan along approximately 2,000 linear feet of private Lake Shore Haven Canal in the Lake View Haven Subdivision (Exhibit A) and in four private canals in Lake Eden Plat Four (Exhibit B), hereinafter referred to as the PROJECT; and

WHEREAS, the CITY will cause to be prepared, scope of services and specifications for the purpose of providing TEN (10) years of monthly aquatic management services for the PROJECT; and

WHEREAS, the CITY is desirous of funding and facilitating the PROJECT if at least 51% of initial petitions returned by the benefitting property owners agree to the PROJECT; and

WHEREAS, the COUNTY is agreeable to assessing the property owners benefitting from the PROJECT over a TEN (10) year period at an interest rate not to exceed 5.5% per annum, and transferring the collected funds to the CITY; and

WHEREAS, the CITY is agreeable to including the COUNTY administrative fees in the funding of the PROJECT.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The above recitals are true and correct and hereby adopted and incorporated herein.

1. COUNTY Responsibilities:

- A. The COUNTY will petition the benefitting property owners within the PROJECT boundary to determine if a majority (51%) of the returned petitions are in favor of being assessed by the COUNTY for the PROJECT.
- B. Notify the benefitting property owners, by letter, of their proposed assessment when the CITY receives bids, and the PROJECT costs, including Palm Beach County Property Appraisers', Office of the Clerk & Comptrollers' and Tax Collectors' fees, are known, and the Public Hearing date scheduled before the Palm Beach County Board of County Commissioners (BCC).
- C. Hold a Public Hearing in the COUNTY Commissioners' chambers before the BCC to establish and confirm the benefitting property owners' assessment.
- D. Provide the CITY with a list of benefitting property owners based on the assessment roll approved at the COUNTY Public Hearing.
- E. Transfer the assessments collected to the CITY on the first workday of each quarter of the calendar year.

2. CITY Responsibilities:

- A. Oversee the PROJECT at the CITY'S sole cost.
- B. Participate in the Public Hearing before the BOARD to answer any questions.
- C. Reimburse the COUNTY for costs incurred during the administration of the MSTU assessment program for the PROJECT, including but not limited to staff costs, initial petition process, public hearing process and mailing costs, at the following lump sum for each milestone achieved:
 - Initial Petition process Completion: \$2,500, regardless of the outcome of the petitions;
 - Public Hearing process and Final Assessment Roll filed: \$2,500.The CITY shall pay to the COUNTY compensation as set forth above within thirty (30) days of receiving written notification from the COUNTY of completion of the above milestones. COUNTY will not proceed with work for the next milestone until payment of the previous milestone is received.

3. PERSONNEL:

All of the PROJECT services required herein shall be performed by the CITY's contractor and will be overseen by CITY personnel. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

As provided in Section 287.132-133, Fla. Stat., by entering into the agreement or performing any work in furtherance hereof, CITY certifies that its' affiliates, suppliers, contractors, sub-contractors and consultants who perform work hereunder, have not been

placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Fla. Stat.

4. INDEMNIFICATION:

Each Party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless City against any actions, claims or damages arising out of County's negligence in connection with this Agreement, and City shall indemnify, defend and hold harmless County against any actions, claims, or damages arising out of City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

5. NOTICE:

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger services, or mailed by registered or certified mail to the following addresses:

COUNTY Palm Beach County Engineering Department
 Attention: Tanya N. McConnell, P.E.
 Deputy County Engineer
 P.O. Box 21229, W. Palm Beach, FL 33416

CITY City of Boynton Beach Public Services
 Attention: Colin Groff, PE
 Assistant City Manager – Public Services
 100 E Boynton Beach Blvd.,
 Boynton Beach, FL 33435

If either party changes its mailing address of designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

6. MISCELLANEOUS PROVISIONS

A. REMEDIES:

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, 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. The failure of any party to

insist on a strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

B. 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 CITY.

A. ARREARS:

The CITY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien, or any form of indebtedness. The CITY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

D. ACCESS AND AUDITS:

The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY's place of business.

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 agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement 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, Fla. Stat., in the same manner as a second-degree misdemeanor.

E. NONDISCRIMINATION:

The CITY will include in the aquatic management contract that, the Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

F. SEVERABILITY:

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and

every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

G. ENTIRETY OF AGREEMENT

The COUNTY and the CITY agree that this Agreement 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 and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

F. ATTORNEY FEES:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

I. GOVERNING LAW AND VENUE:

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of the venue.

J. LIABILITY:

The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver by the parties, of the liability limits established in Section 768.28, Fla. Stat.

K. LAWSUITS:

CITY shall promptly notify COUNTY of any lawsuit-related complaint, or cause of action threatened or commenced against it, which arises out of or relates, in any manner, to the performance of this Agreement.

L. DEFAULT:

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

M. JOINT PREPARATION:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

N. BINDING EFFECT:

All of the terms and provisions of this Agreement whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

O. HEADINGS:

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

P. COUNTERPARTS:

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Q. ASSIGNABILITY:

This Agreement may not be assigned without prior written consent of all parties to this Agreement, provided such consent may not be unreasonably withheld.

R. ANNUAL APPROPRIATION:

County's performance and obligation to pay under the Agreement is contingent upon an annual appropriation by the Board.

S. FILING:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

T. EFFECTIVE DATE:

This Agreement shall be effective as of the last date that it is signed by all parties hereto.

THIS SPACE LEFT BLANK

INTENTIONALLY

EXECUTED by the CITY OF BOYNTON BEACH this 13 day of Dec, 2017.

(Authority Seal)

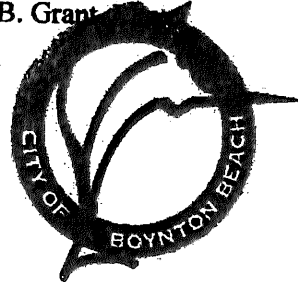
ATTEST:

Judith A. Pyle
Judith Pyle, CITY Clerk

CITY OF BOYNTON BEACH
Steven B. Grant
Steven B. Grant

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
_____, CITY Attorney



EXECUTED by COUNTY this _____ day of _____, 201_.

(County Seal)

ATTEST:

SHARON R. BOCK,
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
By ITS BOARD OF COUNTY
COMMISSIONERS

Deputy Clerk

Melissa McKinlay, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS:

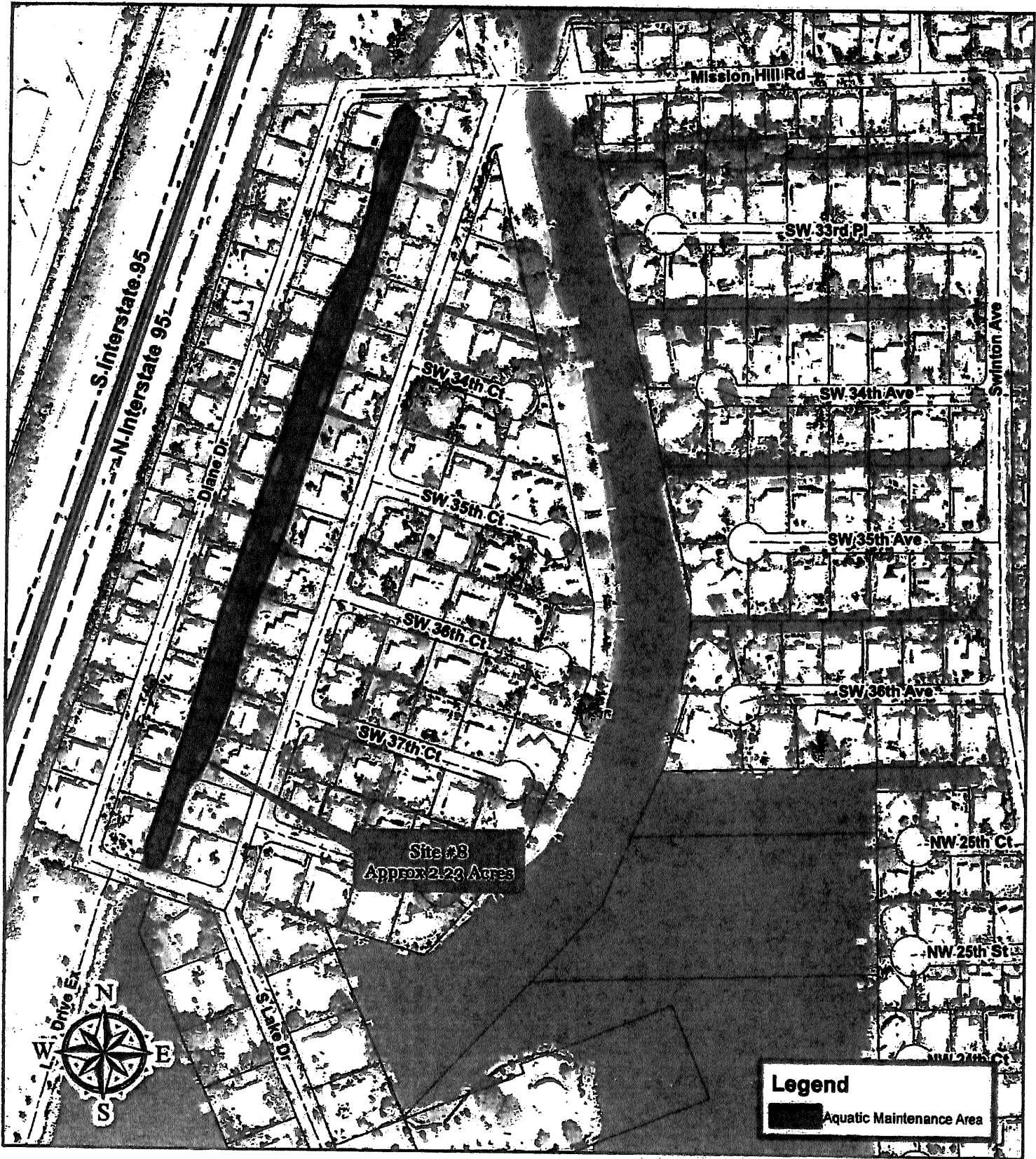
Assistant County Attorney

Division Director

AQUATIC MAINTENANCE SITE #8

Lake Shore Haven Canal

EXHIBIT A



625 312.5 0 625 Feet

Map Scale: 1" = 120'

Map Created By: Greg Owens
Date: August 16th, 2013

AQUATIC MAINTENANCE SITE #7

Lake Eden Four Canals

EXHIBIT B



600 300 0 600 Feet

Map Scale: 1" = 300'

Map Created By: Greg Owens
Date: August 15th, 2013