

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	October 2, 2018	(X) Consent	() Regular
		() Workshop	() Public Hearing

Department:	<u>Environmental Resources Management</u>
Submitted By:	<u>Environmental Resources Management</u>
Submitted For:	<u>Environmental Resources Management</u>

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file:

- A)** Interlocal Agreement with the Riviera Beach Police Department for manatee speed zone law enforcement services from November 15, 2018 to March 31, 2023; and
- B)** Interlocal Agreement with the City of West Palm Beach for manatee speed zone law enforcement services from November 15, 2018 to March 31, 2023.

Summary: On August 21, 2007, the Board of County Commissioners (BCC) adopted the Manatee Protection Plan (MPP) (agenda item 6B-1) providing for increased law enforcement presence in the County's waterways and public education. The Department of Environmental Resources Management implements the MPP and manages associated law enforcement agreements. On August 19, 2014, the BCC approved a standard form Interlocal Agreement (R2014-1193) (Agreement) with law enforcement agencies for manatee protection and public education. Delegated authority to the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement was approved at that time. In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a receive and file agenda item. Districts 1 & 7 (AH)

Background and Justification: The Riviera Beach Police Department has provided manatee speed zone law enforcement services under past Interlocal Agreements; R2009-0107, R2012-0453 and R2015-0525. Each Interlocal Agreement was for a two year period with the last agreement (R2015-0525) expiring on March 31, 2018. The City of West Palm Beach has provided manatee speed zone law enforcement services under past interlocal agreements; R2008-2216, R2012-0341 and R2015-0326. Each Interlocal Agreement was for a two year period with the last agreement (R2015-0326) expiring on March 18, 2018.

Attachments:

1. Interlocal Agreement Riviera Beach Police Department
2. Interlocal Agreement City of West Palm Beach
3. Delegation of Authority Memo

Recommended by:		9/6/18
	Department Director	Date

Approved by:		9/18/18
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>	<u>30,000</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____

Does this item include the use of federal funds? Yes _____ No X

Budget Account No.:

Fund 1232 Department 380 Unit 3252 Object _____ Program _____

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

Ad valorem – Manatee Protection Program

C. Department Fiscal Review:

S. Henry

III. REVIEW COMMENTS

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

Lisa Power 9/13/18
OFMB *AK 9/12/18* *9/11/18* *9/13/18*
AK 9/12/18 *9/13/18*
AK 9/12/18 *9/13/18*
AK 9/12/18 *9/13/18*
Contract Development & Control *9/11/18*
9/13/18 *AK*

B. Legal Sufficiency:

Anne Delgant 9/15/18
Assistant County Attorney

C. Other Department Review:

Department Director

ATTACHMENT 1

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

THIS AGREEMENT is made this 21ST day of August, 2018, between Riviera Beach Police Department, hereinafter referred to as "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 which was later amended in August 19, 2014 (R2014-1193); and

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

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

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

1) Recitals

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

2) Purpose.

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

3) Location of Law Enforcement Services

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

4) Responsibility of Contractor

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

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

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

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the

knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

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

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

5) Responsibility of the County

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

B. The County may perform an evaluation of each Contractor after **January 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 County may issue an amended award letter ("Amended Award Letter") to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such funds may be reallocated to more productive Contractor(s).

6) Effective Date and Term of the Agreement

This Agreement shall take effect November 15, 2018 and shall terminate on March 31, 2023, 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 designee.

B. The Contractor's authorized representative is Michael Madden, Interim Chief of Police (561) 845-4153, 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. 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 Madden
Interim Chief of Police
Riviera Beach Police Department
600 W Blue Heron Boulevard
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 for the acts of its officers, agents and employees, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of the Contractor.

17) Insurance

A. Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the Contractor acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$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) Equal Opportunity

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

30) 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.

31) Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Contractor is specifically required to:

Keep and maintain public records required by the County to perform services as provided under this Agreement.

Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

agreement term and following completion of the Agreement, if the Contractor does not transfer the records of the public agency.

Upon completion of the Agreement, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."

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

ATTEST:

PALM BEACH COUNTY FLORIDA,
for its BOARD OF COUNTY COMMISSIONERS

By: 
Deborah Drum, Director
Environmental Resources Management

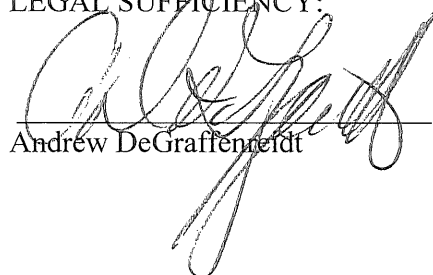
APPROVED TO FORM AND
LEGAL SUFFICIENCY:


County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:


Deborah Drum, Director
Environmental Resources Management

APPROVED TO FORM AND
LEGAL SUFFICIENCY:


Andrew DeGraffenreidt

RIVIERA BEACH POLICE DEPARTMENT

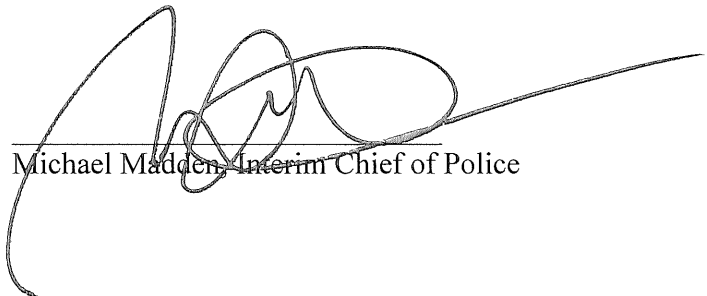
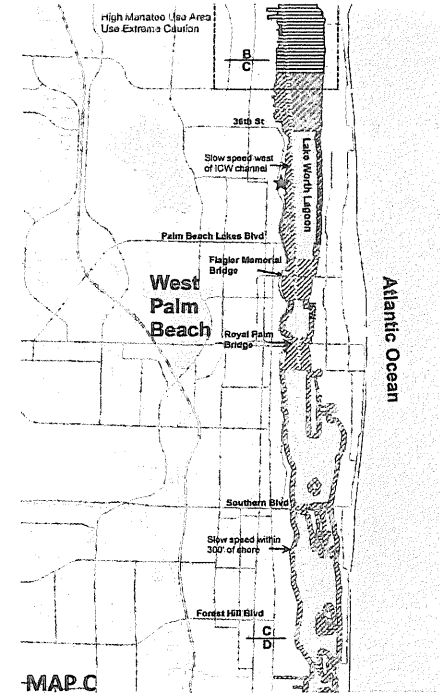
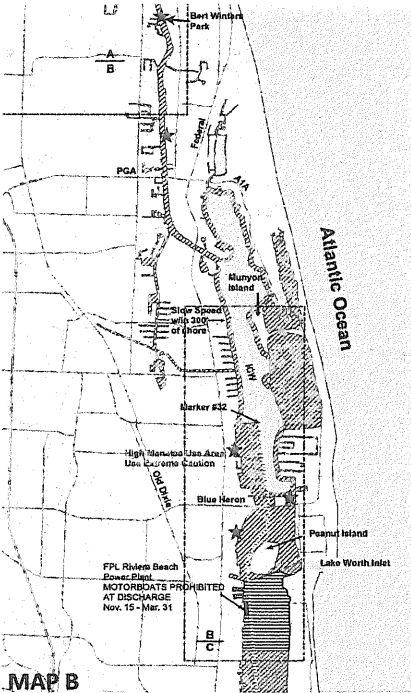
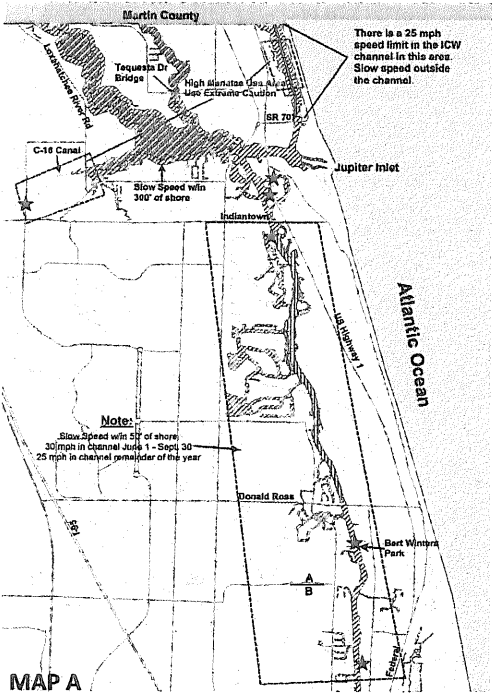

Michael Madden, Interim Chief of Police

EXHIBIT A

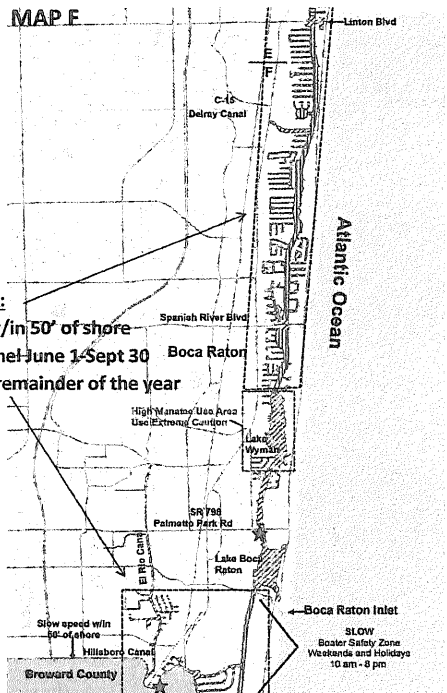
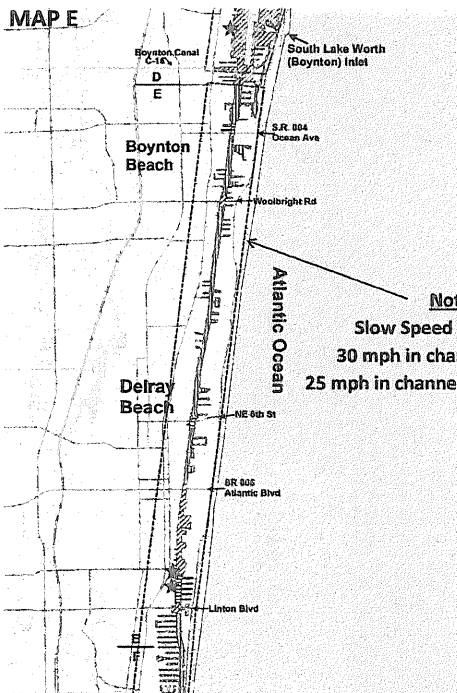
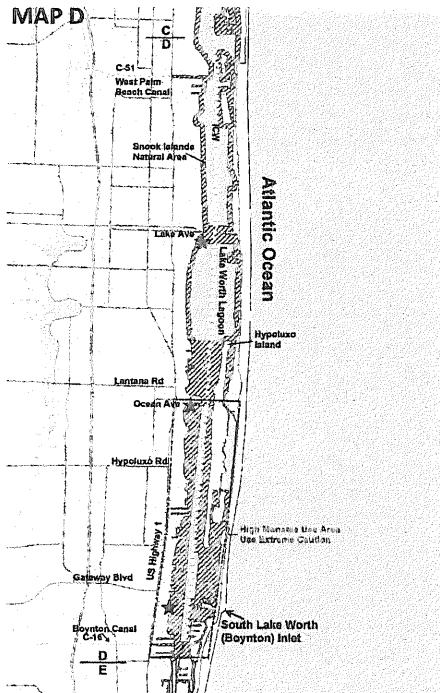


Quick Reference Guide

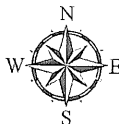
Vertical Bars = Normal Operation (Max Speed Posted)	Diagonal Bars = Slow Speed, Minimum Wake	Horizontal Bars = Idle Speed, No Wake
---	--	---------------------------------------

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, channel exempt 11/15-3/31
ICW Channel	Slow speed, min wake, channel incl yr round	Slow speed, min wake, channel exempt
Unregulated (Open Water)	Idle speed, no wake, 11/15-3/31	Motorboats Prohibited
Boating Safety Zones	Slow Speed, min wake, 11/15-3/31	Max 25 mph zone (year round)
Idle Speed, No Wake	Idle speed, no wake, channel exempt yr round	Max 30 mph (6/1-9/30), Max 25 mph rest of yr
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.

EXHIBIT B
Payment Request
Law Enforcement (LE) Manatee Contract Agreement

1.	Contractor	<div></div>			
2.	Contract #	<div></div>			
3.	County Resolution #	<div></div>			
4.	ERM Account #	<div></div>			
5.	Date of Request	<div></div>			
6.	Reimbursement Request Number	<div></div>			
7.	Period	From		To	<div></div>
8.	Send Remittance to:	<div></div>			
<div></div>					
<div></div>					
<div></div>					
<div></div>					

Reimbursement Details

1.	Total Hours Worked (attach back-up documentation)	<div></div>
2.	Number of Officers (attach back-up documentation)	<div></div>
3.	Original Contract Amount	<div>\$</div>
4.	Cumulative Amount previously requested	<div>\$</div>
5.	Amount requested for reimbursement	<div>\$</div>
6.	Balance remaining after this amount	<div>\$</div>

I hereby certify that the information provided herein is true and accurate and in compliance with the contract.

Signature:	<div></div>	Date:	<div></div>
Printed:	<div></div>	Title:	<div></div>
Phone:	<div></div>	Fax:	<div></div>

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Department of Environmental Resource Management
2300 North Jog Road 4th Floor
West Palm Beach, Florida 33411
(561) 233-2400

EXHIBIT C

MARINE SERVICES CONTRACT
STANDARD MARINE ENFORCEMENT DAILY REPORT

AGENCY: _____

Today's Date: _____ Weather: Calm/Windy/Sunny/Overcast/Rainy
(circle all applicable)

Boat Engine Hours: _____
Start End

On the Water Hours for the Day: _____

Written Warnings	_____	Manatee Zone Warnings	_____
Total Citations	_____	Manatee Zone Citations	_____
Education Contacts	_____	Complaints Dispatched	_____

Location Patrolled _____

Assists:	Agency/Boaters	Hours
----------	----------------	-------

Additional information:	Issues while on the water
-------------------------	---------------------------

Missing or damaged waterway signage:

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature

ATTACHMENT 2

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

WPB # 21861

THIS AGREEMENT is made this 22ND day of AUGUST, 2018, between the City of West Palm Beach, hereinafter referred to as "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 which was later amended in August 19, 2014 (R2014-1193); and

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

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

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

1) Recitals

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

2) Purpose.

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

3) Location of Law Enforcement Services

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

4) Responsibility of Contractor

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

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

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

D. All marine officers performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to vessel control, marine resource protection, manatee protection, existing boat and manatee protection speed zones, waterway markings, regulatory signs in the enforcement areas and must have the

knowledge necessary to assist in educating boaters about manatee and boater safety issues. The County may request documentation of training and experience of each officer who performs services under this Agreement to ensure that such officers are qualified to perform services pursuant to this Agreement.

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

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

5) Responsibility of the County

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

B. The County may perform an evaluation of each Contractor after January 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 County may issue an amended award letter ("Amended Award Letter") to the Contractor reducing the funds set aside for the Contractor in the Award Letter so that such funds may be reallocated to more productive Contractor(s).

6) Effective Date and Term of the Agreement

This Agreement shall take effect November 15, 2018 and shall terminate on March 31, 2023, 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 designee.

B. The Contractor's authorized representative is Chief of Police Sarah J. Mooney, (561) 822-1900, 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. 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
PO Box 1390
West Palm Beach, FL 33402
Fax: (561) 822-1893

As to County:
Palm Beach County

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

Copy to:
Palm Beach County
Attn: County Attorney for ERM
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401

All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other party.

14) Default, Termination, Opportunity to Cure

A. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party ten (10) days written notice as an opportunity to cure the deficiency before exercising any of its rights.

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

15) Waiver or Breach

It is hereby agreed to by the parties that no waiver or breach of any of the covenants or provisions of this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

16) Indemnification

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

17) Insurance

A. Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the Contractor acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$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) Equal Opportunity

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

30) 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.

31) Public Records

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time the Contractor is specifically required to:

Keep and maintain public records required by the County to perform services as provided under this Agreement.

Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the Agreement, if the Contractor does not transfer the records of the public agency.

Upon completion of the Agreement, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by the County's representative/ liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to the County.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY EMAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680."

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

ATTEST:

PALM BEACH COUNTY FLORIDA,
for its BOARD OF COUNTY COMMISSIONERS

By: Deborah Drum
Deborah Drum, Director
Environmental Resources Management

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

Anne Delmont
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS:

Deborah Drum
Deborah Drum, Director
Environmental Resources Management

CITY OF WEST PALM BEACH

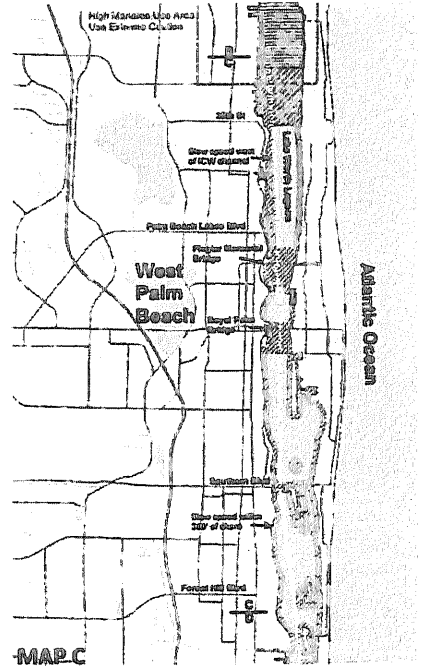
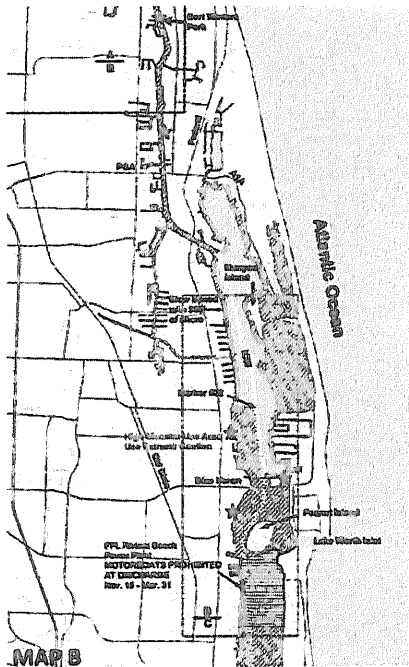
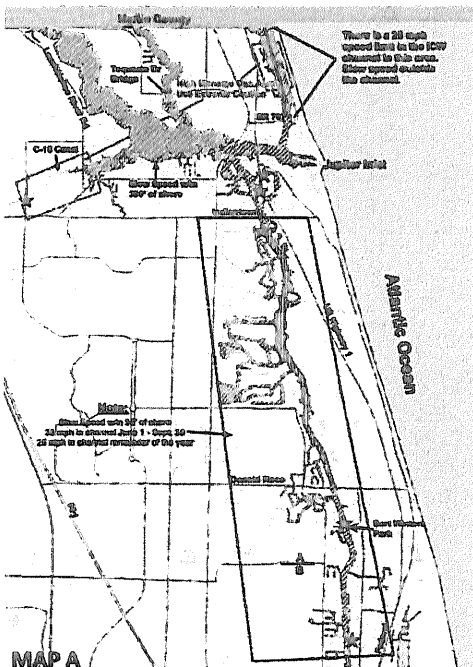
By: Heleni H. Cannon
City Clerk

By: Jeri Muoio
Jeri Muoio, Mayor

APPROVED TO FORM AND
LEGAL SUFFICIENCY:

Nancy Hickok
City Attorney *opc.*

EXHIBIT A

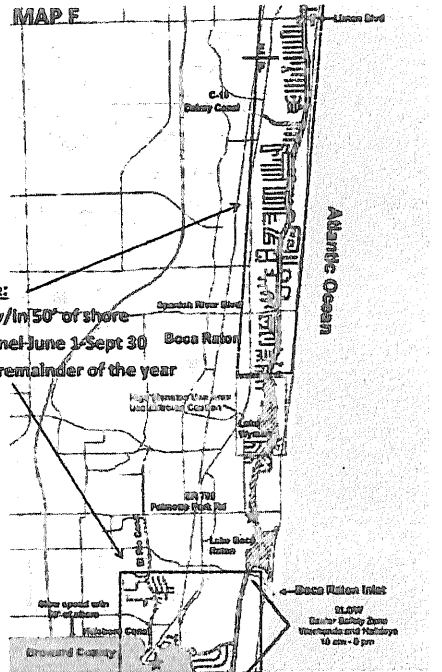
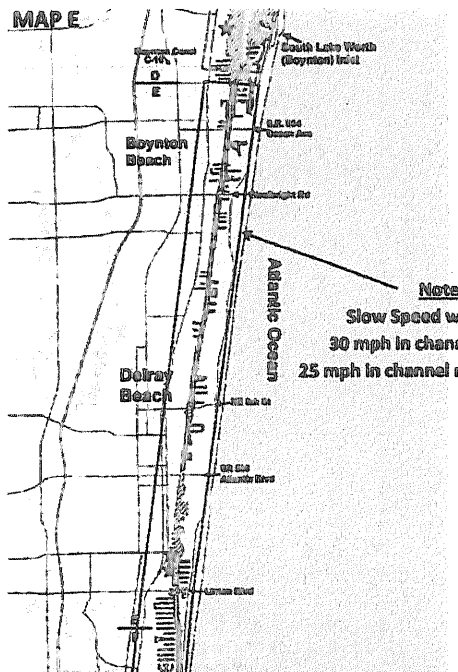
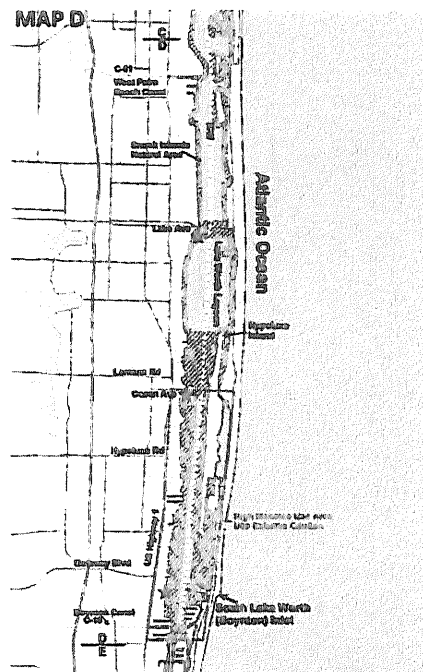


Quick Reference Guide

	Vertical Bar - Normal Operation (Max Speed Permitted)		Flagged Bar - Slow Speed, Minimum Wake		Horizontal Bar - No Speed, No Wake
--	---	--	--	--	------------------------------------

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 (ICW Channel)	Manatee Speed Zones	Slow speed, min wake, channel except, 11/15-3/31
Unregulated (Open Water)	Slow speed, min wake, channel of 1st yr round	Slow speed, min wake, channel except
Boating Safety Zones	No speed, no wake, 11/15-3/31	Motorists Prohibited
No Speed, No Wake	Slow speed, min wake, 11/15-3/31	Max 25 mph zone (year round)
Slow Speed, Minimum Wake	No speed, no wake, channel except yr round	Max 20 mph (11/15-3/31), Max 25 mph rest of yr

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.



EXHIBIT B
Payment Request
Law Enforcement (LE) Manatee Contract Agreement

1.	Contractor		
2.	Contract #		
3.	County Resolution #		
4.	ERM Account #		
5.	Date of Request		
6.	Reimbursement Request Number		
7.	Period	From	To
8.	Send Remittance to:		

Reimbursement Details

1.	Total Hours Worked (attach back-up documentation)	
2.	Number of Officers (attach back-up documentation)	
3.	Original Contract Amount	\$
4.	Cumulative Amount previously requested	\$
5.	Amount requested for reimbursement	\$
6.	Balance remaining after this amount	\$

I hereby certify that the information provided herein is true and accurate and in compliance with the contract.

Signature:		Date:	
Printed:		Title:	
Phone:		Fax:	

**** SUBMIT ONE ORIGINAL COPY OF THIS FORM AND SUPPORTING DOCUMENTATION TO: ****

Department of Environmental Resource Management
2300 North Jog Road 4th Floor
West Palm Beach, Florida 33411
(561) 233-2400

EXHIBIT C

MARINE SERVICES CONTRACT
STANDARD MARINE ENFORCEMENT DAILY REPORT

AGENCY: _____

Today's Date: _____ Weather: Calm/Windy/Sunny/Overcast/Rainy
(circle all applicable)

Boat Engine Hours: _____
Start End

On the Water Hours for the Day: _____

Written Warnings	_____	Manatee Zone Warnings	_____
Total Citations	_____	Manatee Zone Citations	_____
Education Contacts	_____	Complaints Dispatched	_____

Location Patrolled _____

Assists:	Agency/Boaters	Hours

Additional information:	Issues while on the water

Missing or damaged waterway signage:

I certify that the above information is true and accurate to the best of my knowledge.

Print Name

Signature

ATTACHMENT 3



INTEROFFICE MEMORANDUM
Palm Beach County
Environmental Resources Management

AUG 8 2018

DATE: August 2, 2018

TO: Verdenia C. Baker
County Administrator

THROUGH: Patrick Rutter
Assistant County Administrator

PWR

FROM: Deborah Drum, Director
Environmental Resources Management

DD 8/7/18

SUBJECT: CLARIFICATION OF THE INTENT OF PREVIOUS DELEGATION
OF APPROVAL AUTHORITY MEMOS

The intent of previously delegated authority memos was to delegate the signatory authority to the current Director and Deputy Director of Environmental Resources Management (ERM).

This memorandum clarifies that Deputy Director Michael Stahl and I have signatory authority to sign all future time extensions, task assignments, certifications, and other documents associated with previously approved and delegated Board items. 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: *VC Baker* DATE: 8/9/18
Verdenia C. Baker, County Administrator

DD:kf