

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 5, 2019 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement Between Palm Beach County (County) and the South Florida Water Management District (District) Regarding Seismic Survey Reimbursement (Agreement) with an associated cost share of \$95,000.

Summary: The District is undertaking seismic surveys in a number of locations around Lake Okeechobee to obtain better data and imaging of the underlying geology. This data will be utilized by District staff in analyzing the utilization of deep injection wells in those locations to dispose of excess surface water from the Lake Okeechobee watershed. Water Utilities Department (WUD) staff has previously identified the need for seismic surveys to better understand the geology in areas where WUD may locate future wells to provide raw water to Water Treatment Plant (WTP) 11, as well as in the locations of wells currently in service. The Agreement provides for cost-sharing of an additional transect that has been included in the scope of work of the contract for seismic services being undertaken by the District. This additional transect will benefit the efforts of both the District and the County in providing imaging of the underlying geology in an area extending west towards Lake Okeechobee. The agreed upon cost to the County for its share of the additional work is \$95,000. The Agreement contains a modified version of the non-discrimination language previously approved by the Board of County Commissioners agreed to by the parties. District 6 (MJ)

Background and Justification: WUD staff previously identified the need for seismic exploration to better understand the geology in areas where WUD may locate future raw water wells, as well as in the locations of those wells currently in service. WUD staff met with staff from the District to better understand where they were undertaking their studies and identified an additional transect within the area surrounding WTP 11 where additional seismic study would benefit both the District and WUD. Staff from both agencies have coordinated on the technical work and agreed on an additional location as well as a tentative cost for the additional work that would be shared between the District and the County.

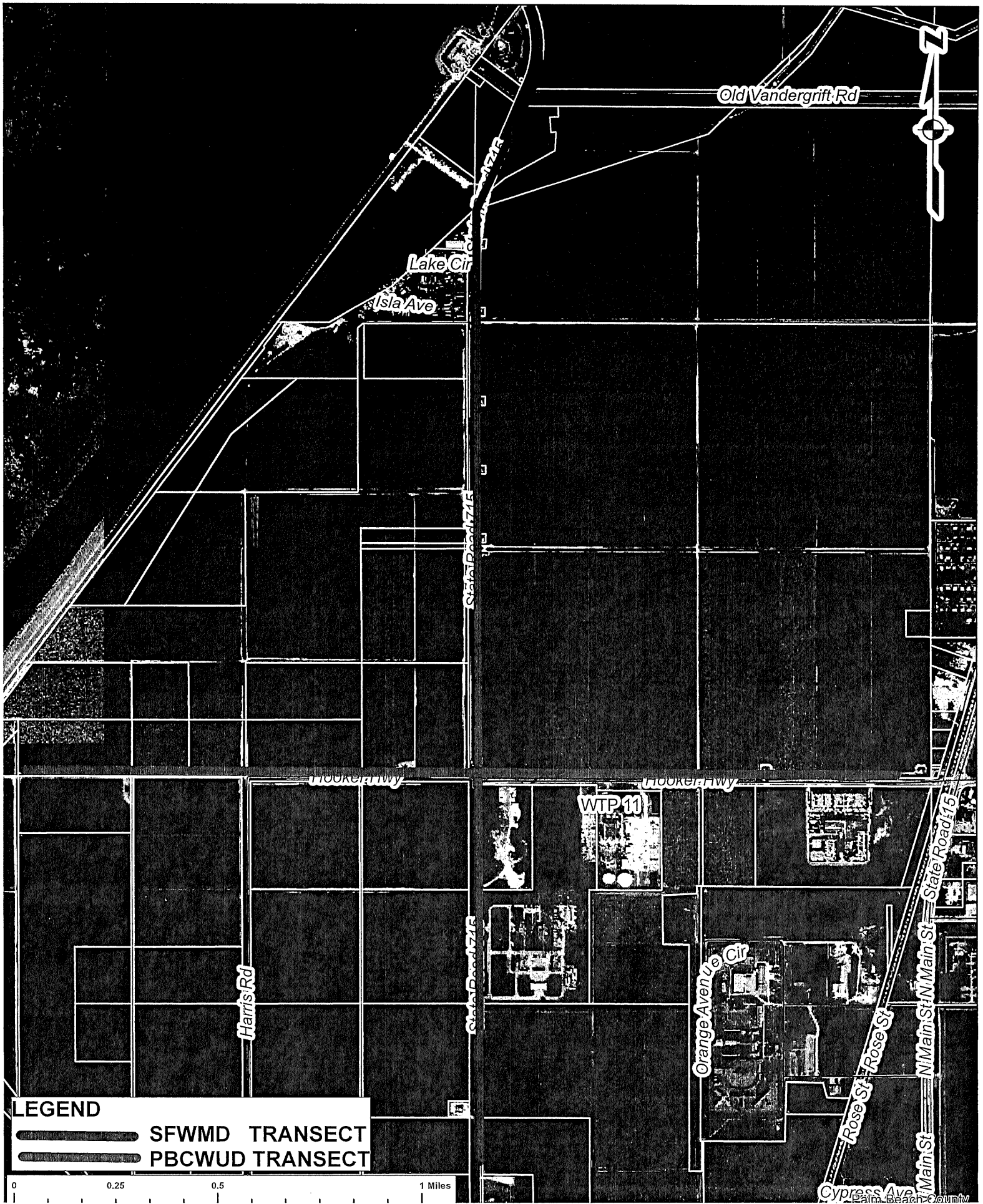
Attachments:

- 1. Location Map
- 2. Two (2) Original Agreements

Recommended By: Jim Stiles 1-16-19
Department Director Date

Approved By: Neil J. Blum 1/29/19
Assistant County Administrator Date

Attachment 1 Lake Region Seismic Transects



LEGEND
—— SFWMD TRANSECT
- - - PBCWUD TRANSECT

0 0.25 0.5 1 Miles

Palm Beach County

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT REGARDING
SEISMIC SURVEY REIMBURSEMENT**

THIS AGREEMENT made and entered into this _____ day of _____, 2019, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida (hereinafter "County"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT** (hereinafter "District").

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, District entered into a contract with Collier Consulting, Inc. ("Collier") on September 20, 2018 for deep well injection High Resolution Land Based Seismic Surveys near Lake Okeechobee ("Contract"); and

WHEREAS, the County and the District identified additional areas, as set forth in **Exhibit "A"** where similar services near Lake Okeechobee would benefit the District's objectives as well as providing the County benefits in relation to current or potential wells that the County operates/may operate in that area, as more fully set forth in **Exhibit "B"**, which is attached hereto and incorporated herein (the "County Services"); and

WHEREAS, it is beneficial to the County to utilize Collier under the Contract to undertake the County Services; and

WHEREAS, based on discussions with County staff, the District entered into Amendment No. 1 to the Contract on _____, which added the County Services to the Contract and increased the Contract amount by \$95,000; and

WHEREAS, the County and District wish to enter into this Agreement to obligate the County to reimburse the District for the County Services.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, County and District hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. Term/Effective Date. This Agreement shall become effective upon approval by both parties and continue until the completions of all obligations herein. The Effective Date of this Agreement shall be the date the Agreement is fully ratified by both parties (the

“Effective Date”).

3. County Obligation. County agrees to reimburse the District up to a not-to-exceed amount of \$95,000 for the County Services.

4. Reimbursement. District shall invoice the County based on approved pay applications submitted to the District. County will be deemed to have accepted each invoice unless the County, within (7) days after receipt of each invoice, returns the invoice to District indicating in writing County’s reasons for refusing to make payment. Where accepted, said payment shall be made by County within (45) days of receipt of invoice from the District. Following completion of the County, District shall provide, or cause Collier to provide, all deliverables required under the Contract to the County.

5. Termination: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default ninety (90) days written notice to cure said default before exercising any of its rights as provided for in this Agreement. Failure to cure said default within ninety (90) days following notice may be grounds for termination of this Agreement. Termination of this Agreement by either party shall require thirty (30) days prior written notice to the other party prior to the termination date. The parties may mutually agree to extend the time for cure and/or termination.

6. No Transfer of Powers. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement for the County to reimburse the District as authorized in Florida Statutes, Chapter 163. The governing bodies for County and District shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

7. Indemnification County and District acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida’s partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee’s office or employment. County and District agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

8. Force Majeure In the event that the performance of this Agreement by either party to this Agreement is prevented or interrupted in consequence of any cause beyond the control of either party, including, but not limited to, Acts of God or of the public enemy, war, national emergency, allocation of or other governmental restrictions upon the use or availability of labor or materials, rationing, civil insurrection, riot, disorder or demonstration, terrorism, strike, embargo, flood, tidal wave, fire, explosion, bomb detonation, nuclear fallout, windstorm, hurricane, earthquake, or other casualty or disaster or catastrophe or water plan failures and water main breaks, neither party shall be liable for such non-performance.

9. Remedies This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred 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 now or hereafter.

10. Successors and Assigns County and District each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither County nor District shall assign, sublet, convey or transfer its interest in this Agreement without prior written consent of the other.

11. Waiver The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have to any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.

12. 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 by any court of competent jurisdiction, then 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.

13. Notice All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to District, shall be mailed or delivered to District at:

And if to County, shall be mailed or delivered to:

Palm Beach County Water Utilities
8100 Forest Hill Boulevard
P.O. Box 16097
West Palm Beach, FL 33416-6097
Attn: Jim Stiles, Department Director

14. Filing. This Agreement shall be filed with the Clerk of the Circuit Court for Palm Beach County.

15. Amendment and Modification. This Agreement may only be amended, modified, changed, supplemented, or discharged by an instrument in writing signed by the parties hereto.

16. Entirety of Agreement. County and District agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that there are not 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.

17. Palm Beach County Office of the Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of 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.

18. No Third Party Beneficiary. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the District.

19. Non-discrimination. The parties will not discriminate against any person with legally protected status in any activity under this Agreement.

IN WITNESS WHEREOF, County and District have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

Sharon R. Bock, Clerk and Comptroller

**PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS**

By: _____
Clerk

By: _____
Mack Bernard, Mayor

(SEAL)

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: Jim Steele
Director of Water Utilities

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT**

BY:

Candida Heater, Acting Director
Administrative Services Division

EXHIBIT A – LOCATION MAP

Exhibit A Lake Region Seismic Transects



EXHIBIT B – DESCRIPTION OF SERVICES

Exhibit B

Task #	Description	Unit Price	Quantity	Total Cost	PBC Share
1	Mobilization Project preparation Supplies and equipment procurement Instruments testing and preparation All vehicles and transport of equipment to Florida / shipping & handling fees Travel costs from Houston to Florida Onsite equipment setup & deployment	\$20,000	1	\$20,000	\$2,500
6	Additional Site Visit Palm Beach County site Meeting with FDOT staff Meeting with Palm Beach County staff	\$9,000	1	\$9,000	\$9,000
7	Additional Seismic Survey for the second PBC line along SR 715 & extension of original Seismic Survey line along Hooker Hwy Mobilization & demobilization Seismic line geodetic surveying, staking of receiver, and source positions along two transects Transport of 2D seismic equipment and personnel Seismic signal testing Layout of seismic data acquisition nodes Acquisition of 2D swath data Retrieval of seismic nodes/ data download QA/QC Seismic Analysis	\$18,500	4	\$74,000	\$74,000
8	Demobilization Equipment packing Transport of equipment & personnel from Florida to Houston Travel costs from Florida to Houston	\$20,000	1	\$20,000	\$2,500
9	2D/3D High Resolution Seismic Data Processing Data formatting, geometry gridding, trace QA/QC & vertical summing of raw records Basic 2D processing & testing (trace picking, refraction statics, filter analysis, bandwidth extension, noise attenuation, velocity analysis, brute stacks, crossline data correlation, deconvolution testing & migration)	\$30,000	1	\$30,000	\$4,500
10	Final Report and Presentation Seismic project report Data analysis & interpretations Seismic post-plot maps Copy of archived geodetic survey data, raw seismic data, and final SEG Y seismic files	\$25,000	1	\$25,000	\$2,500
	TOTAL				\$95,000