

Date _____

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:


Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$2,750)</u>	<u>(\$5,665)</u>	<u>(\$5,835)</u>	<u>(\$6,010)</u>	<u>(\$6,190)</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>(\$2,750)</u>	<u>(\$5,665)</u>	<u>(\$5,835)</u>	<u>(\$6,010)</u>	<u>(\$6,190)</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)	<u>0</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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

Budget Account No.: Fund 0001 Department 580 Unit 5221
Revenue 4729 Sub-Revenue 09

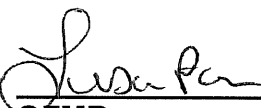
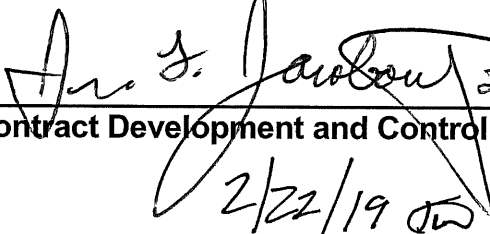
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The guaranteed annual revenue is \$5,500/year, with annual 3% increases for the term of the contract.
The above presumes a commencement date of April 1, 2019.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

A. OFMB Fiscal And/Or Contract Development and Control Comments:

 2/14/19
OFMB
 2/22/19
Contract Development and Control
2/22/19 AW
AD 2/12
2/14 BR 2/13

B. Legal Sufficiency:

 2/25/19
Assistant County Attorney

C. Other Departmental Review:

REVISED 09/2003
ADM FORM 01

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

g:_agenda item summary\03-12-19\03-12-19 peanut island coast guard maintenance mou.docx

MEMORANDUM OF INTERLOCAL AGREEMENT

BETWEEN

PALM BEACH COUNTY AND

THE PORT OF PALM BEACH

This MEMORANDUM OF UNDERSTANDING ("MOIA"), dated _____, shall confirm an understanding between the Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners ("Parks") and the Port of Palm Beach ("Port") concerning the general oversight and maintenance of the Peanut Island Coast Guard Facilities described below.

WHEREAS, the Peanut Island Coast Guard Facilities are under the jurisdiction and management of the Port; and

WHEREAS, the PORT currently has leased other portions of property on Peanut Island to PALM BEACH COUNTY for recreational purposes entered into on January 4, 1999, for a thirty year term with one (1) option for renewal for another twenty-five-year term. Palm Beach County, under the terms of this lease, has constructed and is currently managing certain recreational improvements on Peanut Island adjacent to the Peanut Island Coast Guard Facilities including beach areas, restrooms, pavilions, a snorkeling lagoon, boat docks, and further anticipates managing and improving these amenities over time; and

WHEREAS, Parks and the Port are in concurrence that preservation of the Peanut Island Coast Guard Facilities are worthy of preservation provided the same is economically feasible without undue financial burden to either party; and

WHEREAS, the Parties are discussing the possibility of a long-term Interlocal Agreement under Florida Statutes Chapter 163, for the renovation, operation and management of Peanut Island Coast Guard Facilities by Parks may be considered pending the availability of funding; and

WHEREAS, neither Party has incorporated funding for this renovation within their individual five-year capital improvement plans; and

WHEREAS, both Parties agree to work in a collaborative effort to seek grant funding and explore fund raising opportunities to establish required match funding for the restoration of the Peanut Island Coast Guard Facilities; and

WHEREAS, pending a long term Interlocal Agreement, and subject to termination by either party hereunder, the Port and Parks desired to enter into the Memorandum of Interlocal Agreement with respect to the Peanut Island Coast Guard Facilities;

WHEREAS, until all of the terms of a long-term Interlocal Agreement are agreed upon by the respective Boards of the Parties, the Parties have agreed to specific duties of each Party with regard to the general oversight and maintenance of the Peanut Island Coast Guard Facilities as described herein.

NOW THEREFORE, in consideration of the benefits to the public, and the covenants of the Parties set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties to this MOIA agree as follows:

1. Peanut Island Coast Guard Facilities. The Term "Peanut Island Coast Guard Facilities" shall include only the following:
 - a. The footprint of the Coast Guard Station House;
 - b. The footprint of the Boathouse;
 - c. The footprint of the Kennedy Bunker;
 - d. The Docks lying to the south of the Boathouse;
 - e. The Grounds, which shall mean all real property and improvements thereon set forth on Exhibit A, excluding items 1a thru 1d above; and
 - f. The term "Structure" shall mean items 1a thru 1d above.
2. Jurisdiction. The Parties acknowledge that all portions of the Peanut Island Coast Guard Facilities shall remain as Port jurisdictional property, available for Port purposes and uses. Both the Port and Parks further acknowledge that no portions of the Peanut Island Coast Guard Facilities are intended to be opened to the public over the duration of this MOIA. The Port will have full operational and control of the Peanut Island Coast Guard Facilities. This MOIA is not intended as a lease or license of any of the Peanut Island Coast Guard Facilities to Parks, and no use may be made of the Peanut Island Coast Guard Facilities without the written consent of the Port.
3. Term. This MOIA shall remain in full force and effect until termination by either Party, commencing as of the date hereof. Any Party may terminate this MOIA during the Term by giving the other Party thirty (30) days written notice.
4. Commencement Date. The Commencement Date of this MOIA shall be the date that it has been signed by both parties.
5. Port Management Duties.
 - a. Port shall be responsible for operating and maintaining all security cameras and alarms affixed to any Structure.
 - b. Port shall keep Parks informed of any vessel operations occurring at the Docks, should they be repaired and become useable.
 - c. Port shall notify Parks of any vandalism or criminal activity to any Structure.
6. Parks' Rights and Duties
 - a. Maintenance. Parks shall maintain the Grounds, which shall include mowing and trash removal, both at least quarterly. Parks will provide staff, supplies and equipment for required Grounds maintenance at the Peanut Island Coast Guard Facilities.

Notwithstanding the forgoing, Parks shall have the right to enter into agreements with other entities ("Parks Counterparts") for the maintenance of the Grounds upon written notice to the Port, consistent with other Parks maintenance agreements. Nothing herein shall restrict the Port from taking such actions as it determines necessary with respect to the Grounds.

- b. Access. Parks shall have the right to access the Structures located within the Peanut Island Coast Guard Facilities. Access will be limited to assessing security measures, recording acts of vandalism and evaluating any other impacts to the Structures that could impact maintenance of the Grounds. Parks will make best efforts to notify the Port prior to accessing any Structure.
- c. Law Enforcement. Parks shall coordinate with PBSO Deputies during Parks' working hours (sunrise to sunset) for any law enforcement matter occurring on or within the Peanut Island Coast Guard Facilities. Parks will dispatch law enforcement or public safety personnel as needed and notify the Port of any vandalism or criminal activity.

7 Maintenance Funding. Beginning each Port fiscal year the Port shall provide a payment to the Parks of \$5,500 annually to cover all of Parks' duties described in Paragraph 6 above. The amount of this payment shall be increased by 3% annually. This will be prorated back to Port upon termination of this MOIA for any reason. Except for this payment, the parties agree that Port incurs no financial obligations under this MOIA.

8 General Terms and Conditions.

- a. Notices. Notices hereunder shall be given in writing as follows: If to Parks:

Palm Beach County Parks and Recreation Department
2700 6th Avenue South
Lake Worth, FL 33461
Attn: Director

If to the Port:

Port of Palm Beach
1 East 11th Street, Suite 600
Riviera Beach, FL 33404
Attn: Executive Director

Notices shall be served in person, with delivery of service acknowledged in writing by the party receiving the same, or sent by registered mail, return receipt requested. Each party hereto may from time to time change its address by written notice sent to the other party indicating the change.

- b. Modifications. This MOIA can be modified only with written agreement of both parties.
- c. Entire Agreement; No Third Party Beneficiaries. This MOIA is the entire agreement between the Parties concerning the subject matter herein, supersedes all prior

agreements and understandings, whether oral or written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder. Unless expressly agreed to in writing herein, neither Party has any additional maintenance or financial obligations resulting from this MOIA.

- d. Signature in Counterparts. This MOIA may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.
- e. Governed by Laws of the State of Florida. This MOIA shall be construed in accordance with the laws of the State of Florida, without regard to conflict of law principles that would require the application of the law of any other jurisdiction.
- f. 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 is authorized with the power to review past, present, and proposed County contracts, transactions, accounts, and records. The Inspector General’s authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.
- g. Any legal action necessary to enforce this MOIA will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.
- h. Nothing contained herein shall prevent the Port from negotiating with third parties or pursuing funding, with respect to alternative visions or opportunities for the Peanut Island Coast Guard Facilities, which may or may not involve Parks.

IN WITNESS WHEREOF, the parties hereto have duly executed this MOIA as of the day and year first above written.

COUNTY:

PALM BEACH COUNTY, a political
Subdivision of the State of Florida

Signed and delivered in the presence of:

By: _____
~~Melissa McKinlay, Mayor~~
Mack Bernard, Mayor

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

Approved as to Terms and Conditions

By: Eric Lee

Department Director

I

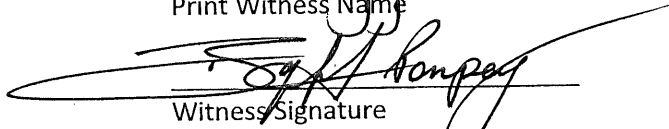
PORT OF PALM BEACH:

By: James L. Caughel

Signed and delivered in the presence of:

Mary [Signature]
Witness Signature

Maggie Ferro
Print Witness Name

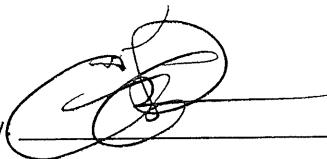

Witness Signature

Beatrice Gethin Pompey
Print Witness Name

ATTEST:

By: 
District Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 

2024/01/10 10:10:10

2024/01/10 10:10:10

2024/01/10 10:10:10