

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	<u>947,875</u>	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>(\$947,875)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in P roposed Budget?	Yes <u>x</u>	No _____			
Does this item include the use of federal funds?	Yes _____	No <u>x</u>			
Budget Account No.:					

Fund 3652 Department 381 Unit M046 Object 4630 Program _____

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

Florida Inland Navigation District, Interlocal Agreement No. ICW-PB-22-05

C. Department Fiscal Review:

S. Neary

Cost share to be determined after dredge volumes are calculated.

III. REVIEW COMMENTS

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

for review action 9/22/22
Tina Matis 9/23/22

 OFMB

Ann G. Jan 9/23/22

 Contract Development & Control

B. Legal Sufficiency:

[Signature] 9/23/22

 Assistant County Attorney

C. Other Department Review:

 Department Director

(Continued from page 1)

Background and Justification: The County routinely partners with FIND to reduce Project costs when dredging portions of the flood shoal at South Lake Worth Inlet. The most recent interlocal agreement with FIND for this dredging project was signed by the Board of County Commissioners on February 5, 2013 (R2013-0165).

INTERLOCAL AGREEMENT BY AND BETWEEN
PALM BEACH COUNTY
AND THE
FLORIDA INLAND NAVIGATION DISTRICT
PROJECT # ICW-PB-22-05

This PROJECT AGREEMENT made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District, an independent special taxing District of the State of Florida (hereinafter the "District"), and Palm Beach County, a political sub-division of the State of Florida (hereinafter the "County") (hereinafter collectively referred to as "Parties").

WITNESSETH

WHEREAS, the County and the District have agreed to participate in the Maintenance Dredging of Cut P-50 of the Intracoastal Waterway in Palm Beach County (hereinafter the "Project" as shown in Exhibit "A") in conjunction with the County's maintenance dredging of the South Lake Worth Inlet Sand Trap and the access channel to the City of Boynton Beach's Harvey E. Oyer Jr. Park Boat Ramp; and

WHEREAS, the District is willing to participate in the Project because of the benefit to the District, its constituents, and the Atlantic Intracoastal Waterway, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, the County is willing to participate in the Project because of the benefit to the County, its constituents and the Lake Worth Lagoon, subject to the terms and provisions of this Interlocal Agreement; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to enter into interlocal agreements 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

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to clarify the Parties' roles and obligations regarding the funding being provided with respect to the Project.

Section 2. Funding Responsibilities.

a. Responsibilities of the District. The District agrees to provide the necessary funding for the completion of the Project which is currently estimated at Nine Hundred Forty-Seven Thousand Eight Hundred Seventy-Five Dollars (\$947,875), the "Project Amount". The Project is more specifically described in the Exhibit A, and it is specifically noted that the actual cost of the Project will be determined by a competitive bid process. The District will have the right to approve or reject the final bid amount for the Project prior to the County awarding a bid for the Project. Any modifications to the Project shall require advance notice to, and the prior written approval of, the District. Payment of funds by the District to the County will be on a reimbursement basis only, and only for those authorized project costs shown on the attached Exhibit A and meeting the requirement that such costs are necessary and reasonable for the effective and efficient accomplishment of the Project and are directly allocable thereto. Unless specifically identified on the attached Exhibit A, the Parties agree that there shall be no reimbursement by the District for any obligation and expenditure of the County made prior to the execution of this Agreement.

b. Responsibilities of the County. The County agrees to provide project design, permitting, contracting, and construction management and observation for the completion of the Project. County shall complete, or cause to be completed, the Project and submit all required payment reimbursement information on or before September 1, 2023. The District, by prior written approval, may extend funding under this Interlocal Agreement for one (1) year beyond September 30, 2023 (hereinafter referred to as the "Project period"), with such extension of the Project period being at the sole discretion of the District. Any request for the extension of the Project period and associated funding beyond September 30, 2023 shall require submittal by the

County of a request for extension to the District no later than July 1, 2023. This request will then be considered by the District Board, whose decision shall be final.

c. Reimbursement Procedures. Project Costs shall be reported to the District and summarized on the Payment Reimbursement Request Form attached as Exhibit B, along with supporting documentation including an after dredge hydrographic survey of the Project area, bills and canceled payment vouchers for expenditures. Upon completion of the Project, the County shall submit to the District a request for final reimbursement of the District's funding. This final payment shall be paid upon (i) receipt of the Final Audit report, if requested by the District, of expenses incurred on the Project by the County, (ii) full completion of the Project to the reasonable satisfaction of the District, (iii) submission of an after dredge hydrographic survey of the Project area, and (iv) submission of Project Completion Certification Form (attached hereto as Exhibit C).

d. Noncompliance. The District shall have the right to reimbursement, either in whole or part as it may determine, of the funds provided hereunder for material noncompliance by the County with any of the essential terms of this Agreement. Upon notification from the District, the County shall reimburse such funds directly to the District. The provisions of Section 2.d. shall survive completion of the Project.

Section 3. Effective Date and Term. This Agreement shall take effect upon execution and shall terminate upon the Project period date set forth in Section 2.b., unless such time has been extended by the District.

Section 4. Compliance with Codes and Laws. Each party agrees to abide by all applicable laws, orders, rules, and regulations, with County being responsible for obtaining and abiding federal, state and local permits necessary for the development and completion of the Project.

Section 5. Access and Audits. The County shall maintain adequate records to justify all charges, expenses, and costs incurred in paying for the Project for at least three (3) years after completion of the Project. The District shall have access to all books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours.

Section 6. Independent Contractor. The Parties agree that the District is an independent contractor and not an agent or servant of the County. 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.

Section 7. Liability. The Parties to this Agreement shall not be deemed to assume any liability for the negligence or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes. County acknowledges that the District, its employees, commissioners, and agents are solely providing funding assistance for the Project and are not involved in the design, construction, operation, or maintenance of the Project.

Section 8. Breach and Opportunity to Cure. 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 thirty (30) days written notice for an opportunity to cure the default ("Cure Period") before exercising any of its rights. In the event the party in default fails to cure the default within the Cure Period, or fails to commence to cure the default or fails to continue to pursue actions to cure the default within the Cure Period, or if the nature of the default is not possible to cure within the Cure Period, then the party not in default shall have the right to pursue all available remedies at law or in equity.

Section 9. Litigation Costs/Venue. In the event that the District or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. The venue of any such litigation shall be had only in Palm Beach County, Florida.

Section 10. Notice. Any notices required to be given under this Agreement shall be in writing and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the District:
Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

As to County:
Palm Beach County
Environmental Resources Management
2300 North Jog Road, 4th Floor
West Palm Beach, FL 33411-2743

Section 11. 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 by both Parties.

Section 12. Remedies. This Agreement shall be construed by and governed by the laws of the State of 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 or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 13. 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 construction, be constructed more severely against one of the Parties than the other.

Section 14. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 15. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this agreement and the same shall remain in full force and effect.

Section 16. Rights and Duties/Assignment. Rights and duties arising under this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto, and their respective successors and permitted assigns and shall, unless the context clearly requires otherwise, survive the completion of the Project. The County may not assign this Agreement or any interest hereunder without the express prior written consent of the District. In the event the County transfers ownership or management of the Project to a party or parties not now a part of this document, other

than another governmental entity that agrees to assume, in writing, County's obligation hereunder, the District retains the right to full reimbursement from the County to the full extent of the funding assistance provided by the District, including but not limited to any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the District in collecting said reimbursement.

Section 17. Entirety of Agreement. This Agreement represents the entire understanding between the Parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 18. Status Reports - The County's liaison agent shall submit to the District quarterly project status reports during the Project term. These Quarterly Reports are to be on Form #95-02 (Exhibit D). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. Non-Compliance by the County with the reporting schedule in Exhibit D may result in termination of this Agreement, subject to the Opportunity to Cure in Section 8.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed the day, month, and year aforesaid.

WITNESSES:

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

DATE: _____

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS, a political
subdivision of the State of Florida

[Official Seal]

ATTEST:

By: _____
Robert S. Weinroth, Mayor

Joseph Abruzzo
Clerk of the Court and Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By:  9/23/22
ES for Scott A. Stone
Assistant County Attorney

By: 
Deborah Drum, Director
Environmental Resources Management

EXHIBIT A

**FLORIDA INLAND NAVIGATION DISTRICT
2022 INTERLOCAL AGREEMENT**

PROJECT COST ESTIMATE

PROJECT TITLE: SOUTH LAKE WORTH INLET- CUT P-50 DREDGING

PARTICIPANT: PALM BEACH COUNTY

Project Elements		FIND Cost
DESIGN AND PERMITTING		\$14,000
SEAGRASS SURVEYS		11,000
CONSTRUCTION PLANS / TECH SPECS / CONTRACT BIDDING SUPPORT		5,000
CONSTRUCTION		728,300
	Subtotal	\$758,300
	25% Contingency	189,575
	TOTAL	\$947,875

EXHIBIT A continued

FLORIDA INLAND NAVIGATION DISTRICT
2022 INTERLOCAL AGREEMENT

LOCATION MAP

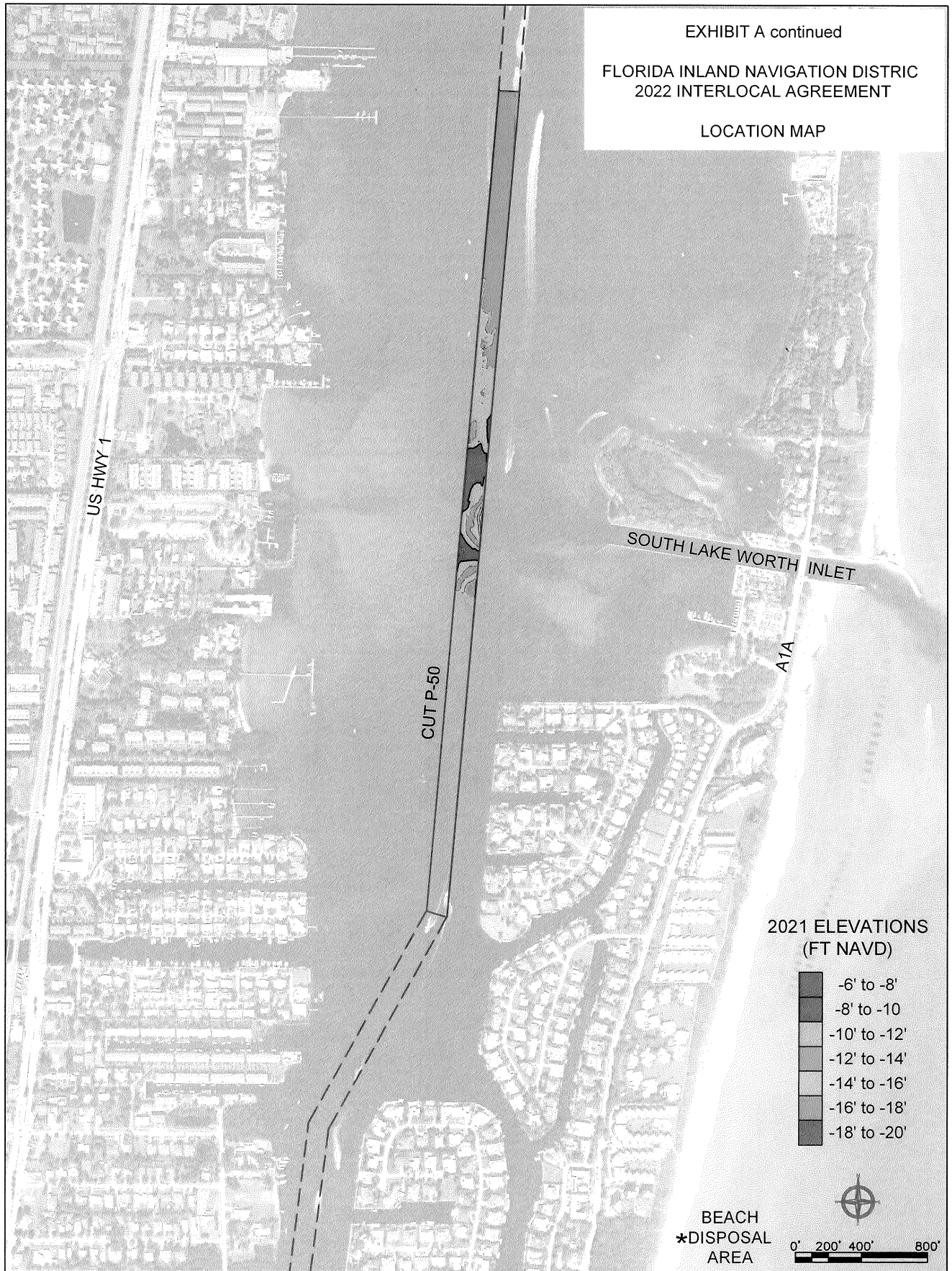


EXHIBIT B
FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT

Payment Reimbursement Request

PROJECT NAME: _____

PROJECT NO: _____

PROJECT PARTNER: _____

BILLING NO: _____

Amount of Assistance		\$	
Funds Previously Requested		\$	
Balance Available		\$	
Funds Requested		\$	
Less Retainage (10%)		\$	
Check Amount		\$	
Balance Available		\$	
Less Check Amount		\$	
Balance Remaining		\$	

SCHEDULE OF EXPENDITURES

Expense Description
 (Should correspond to
 Cost Estimate Sheet
 Categories in Exhibit "A")

Check Number and
 Vendor Name and Date

Total
 Cost

Applicant
 Cost

FIND
 Cost

EXHIBIT B CONTINUED

SCHEDULE OF EXPENDITURES

Expense Description
(Should correspond to

Cost Estimate Sheet

Categories in Exhibit "A")

Check Number and

Vendor Name and Date

Total

Cost

Applicant

Cost

FIND

Cost

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement.

Project Liaison

Date

*S.837.06 Florida Statutes, False official statements. Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT C

**FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL AGREEMENT**

Project Completion Certification

Project Partner: Palm Beach County

Project Title: South Lake Worth Inlet - Cut P-50 Dredging Project #: ICW-PB-22-05

I hereby certify that the above referenced project was completed in accordance with the Interlocal Agreement between the Florida Inland Navigation District and Palm Beach County, dated _____, and that all funds were expended in accordance with Exhibit "B" and Paragraph 2 of the Interlocal Agreement.

Project Liaison Name: Deborah Drum

Project Liaison Signature: _____

Date: _____

NOTARY SEAL

EXHIBIT D
FLORIDA INLAND NAVIGATION DISTRICT
INTERLOCAL PROJECT

Quarterly Status Report

PROJECT NO.: _____

PROJECT TITLE: _____

PROJECT SPONSOR: _____

REPORT PERIOD				
	Oct 1 - Dec 15 ____	Dec 15 - Mar 1 ____	Mar 1 - June 15 ____	June 15 - Sep 1 ____
Report Due:	(Dec 31)	(March 15)	(June 30)	(Sep 15)

WORK ACCOMPLISHED:

PROBLEMS ENCOUNTERED:

PERCENT COMPLETED:

OTHER NOTABLE ITEMS:

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET AMENDMENT

Fund 3652 Beach Improvement

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED	REMAINING BALANCE
<u>REVENUES</u>								
381-M046-6694	Grant From Oth Non-Govt	734,100	734,100	947,875	0	1,681,975		
Total Receipts and Balances		50,485,743	50,485,743	947,875	0	51,433,618		
<u>EXPENDITURES</u>								
381-M046-4630	Beach/Dune Restore/Renourish	6,707,381	6,707,381	947,875	0	7,655,256	0	7,655,256
Total Appropriations & Expenditures		50,485,743	50,485,743	947,875	0	51,433,618		

<p>Environmental Resources Management INITIATING DEPARTMENT/DIVISION Administration/Budget Department Approval OFMB Department - Posted</p>	<p>Signatures & Dates</p> <p><i>Deborah Drum</i> 9-19-22 <i>Laura M...</i> 9/23/22</p>	<p>By Board of County Commissioners At Meeting of October 4, 2022 Deputy Clerk to the Board of County Commissioners</p>
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