



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$100,000	_____	_____	_____	_____
External Revenues	(\$100,000)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$0.00</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes _____	No <u>X</u>	
Does this item include the use of federal funds?			Yes _____	No <u>X</u>	
Does this item include the use of state funds?			Yes <u>X</u>	No _____	

**Budget Account No.:**

Fund 1229 Department 380 Unit 3314 Object 3401 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
 1229-FDEP Lake Worth Lagoon Ecosystem  
 There is no fiscal impact associated with this item at this time.

**C. Department Fiscal Review:**

*Spring*

**III. REVIEW COMMENTS**

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

*[Signature]*  
 OFMB @ A 4/24

*[Signature]*  
 Funds by checks 4/26/24  
 Contract Development & Control  
 4/26/24

**B. Legal Sufficiency:**

*[Signature]* 5/1/24  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

RESOLUTION NO. R2024-\_\_\_\_\_

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, ADOPTING A STANDARD INTERLOCAL AGREEMENT FOR FLOATING STRUCTURE REMOVAL AND DISPOSAL SERVICES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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**, on June 15, 2021, the Board of County Commissioners of Palm Beach County, Florida approved Ordinance No. 2021-017 (Ordinance), an amendment to Ordinance No. 2015-030, the Cindy DeFilippo Floating Structure Ordinance; and

**WHEREAS**, the Ordinance prohibits the anchoring, mooring or otherwise affixing of floating structures upon or to, waters of the County within the incorporated and unincorporated areas of the County unless a municipality opts out or adopts an ordinance in conflict, and allows for direct removal of floating structures in violation of the Ordinance, unless anchored or moored at a marina, marine facility, permitted public mooring field, privately owned dock, permitted private mooring, privately owned submerged land or as otherwise permitted under the Ordinance; and

**WHEREAS**, Palm Beach County’s Department of Environmental Resources Management has constructed various environmental enhancement and restoration projects throughout the Lake Worth Lagoon, an environmentally sensitive habitat; and

**WHEREAS**, it is important to protect these projects as well as the existing natural resources within Palm Beach County estuarine waters from the accumulation of marine debris, including floating structures; and

**WHEREAS**, in 2023 the Florida Legislature appropriated more than \$2.3 million towards Lake Worth Lagoon restoration and the County will receive up to \$100,000 in Florida Department of Environmental Protection (DEP) reimbursement based grant funding from the Lake Worth Lagoon Initiative to be used towards five years of floating

structure removal and disposal, ending in 2029; and

**WHEREAS**, it is in the interest of the Board of County Commissioners to approve a standard form Interlocal Agreement (ILA) to provide funding to municipalities for the removal and disposal of floating structures in accordance with the Ordinance; and

**WHEREAS**, the authorization of delegated authority to the County Administrator or their designee to execute the standard form Interlocal Agreement will eliminate delays caused by requiring such items to be brought to the Board of County Commissioners for approval and will, therefore, be consistent with the goal of the Board of County Commissioners to streamline the agenda process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:**

1. The foregoing recitals are true and correct and are incorporated herein.

2. The standard form Interlocal Agreement attached hereto as Exhibit "A" is hereby approved.

3. The Board of County Commissioners hereby authorizes the County Administrator or their designee to execute the standard form Interlocal Agreement attached as Exhibit "A" and to sign all future time extensions, award letters, amended award letters and other forms associated with the standard form Interlocal Agreement and necessary minor amendments that do not substantially change the scope of work or terms and conditions of the standard form Interlocal Agreement as approved by the Board.

4. For the purpose of this Resolution, the Director of the Department of Environmental Resources Management shall be considered to be a designee of the County Administrator.

5. If any section, sentence, clause, phrase or word of this Resolution is held invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the remaining portions of this Resolution.

6. All resolutions or parts thereof in conflict with the provisions of this resolution are hereby repealed.

7. This Resolution shall become effective immediately upon adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_,  
and upon being put to a vote, the vote was as follows:

Commissioner, Maria Sachs, Mayor	_____
Commissioner Maria G. Marino, Vice Mayor	_____
Commissioner Gregg K. Weiss	_____
Commissioner Michael A. Barnett	_____
Commissioner Marci Woodward	_____
Commissioner Sara Baxter	_____
Commissioner Mack Bernard	_____

The Mayor thereupon declared the Resolution duly passed and adopted  
this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA, BY  
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO  
Clerk of the Circuit Court & Comptroller

By: \_\_\_\_\_  
Scott A. Stone  
Assistant County Attorney

By: \_\_\_\_\_  
Deputy Clerk

EXHIBIT A

**INTERLOCAL AGREEMENT FOR  
FLOATING STRUCTURE REMOVAL AND DISPOSAL SERVICES  
BETWEEN PALM BEACH COUNTY  
AND**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, between \_\_\_\_\_, hereinafter referred to as “City”, 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, on June 15, 2021, the Board of County Commissioners of Palm Beach County, Florida approved Ordinance No. 2021-017, an amendment to Ordinance No. 2015-030, the Cindy DeFilippo Floating Structure Ordinance; and

WHEREAS, Ordinance 2021-017, as may be amended from time to time, hereinafter referred to as “Ordinance,” authorizes any law enforcement officer or Code Enforcement Officer acting within his/her jurisdiction to enforce the Ordinance; and

WHEREAS, the Ordinance prohibits the anchoring, mooring or otherwise affixing of floating structures upon or to, waters of the County within the incorporated and unincorporated areas of the County unless a municipality opts out or adopts an ordinance in conflict, and allow for direct removal of floating structures in violation of the Ordinance, unless anchored or moored at a marina, marine facility, permitted public mooring field, privately owned dock, permitted private mooring, privately owned submerged land or as otherwise permitted under the Ordinance; and

WHEREAS, the Ordinance is applicable within the incorporated and unincorporated areas of the County, unless a municipality opts out or adopts an ordinance in conflict, in which case the Ordinance is effective to the extent not in conflict with the municipal ordinance; and

WHEREAS, floating structures pose a significant threat to the environment, human health and navigational safety through the potential to discharge sewage, oil or hazardous substance into the marine environment; physical damage to surrounding ecosystems, the proliferation of marine debris; and the inability to quickly locate an owner during times of emergency to have the floating structure removed; and

WHEREAS, Palm Beach County's Department of Environmental Resources Management (ERM) has constructed various environmental enhancement and restoration projects throughout the estuarine waterways of Lake Worth Lagoon, an environmentally sensitive habitat; and

WHEREAS, it is important to protect these projects as well as the existing natural resources within Palm Beach County estuarine waters from the accumulation of marine debris, including floating structures; and

WHEREAS, in 2023 the Florida Legislature appropriated more than \$2.3 million towards Lake Worth Lagoon restoration and the County will receive up to \$100,000 in Florida Department of Environmental Protection (DEP) reimbursement based grant funding from the Lake Worth Lagoon Initiative to be used towards five years of floating structure removal and disposal, ending in 2029; and

WHEREAS, it is in the interest of the Board of County Commissioners to approve a standard form Interlocal Agreement to provide funding to municipalities for the removal and disposal of floating structures in accordance with the Ordinance; and

WHEREAS, the parties wish to enter into an agreement for the provision of funding the removal and disposal of floating structures as described herein.

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, the City 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 for the County to review and authorize acceptable funding requests from municipalities to facilitate floating structure removal and disposal from "Waters of the County," defined in Section 6-2(c) of the Ordinance (the "Waters of the County"), once a floating structure has been found in violation of the Ordinance and all other applicable requirements of the Ordinance have been met. The floating structure removal and disposal services provided herein are intended to advance the County's public health, safety and welfare to protect the natural environment within the County.

**3) Location of Floating Structure Removal Services**

The City shall provide floating structure removal services (the "Services") within waters of the County.

#### 4) Responsibility of City

A. The City must comply with the requirements of the Ordinance when removing or destroying a floating structure found in violation of the Ordinance.

B. All authorized enforcement officers of the City performing services pursuant to this Agreement must be knowledgeable of State statutes, administrative rules, local and County ordinances related to floating structures, and must have the knowledge and accessibility necessary to issue notices of violation and all follow up required thereafter. 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.

C. The City or subcontractors of the City 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. Once a floating structure has been found in violation of the Ordinance and all other applicable requirements of the Ordinance have been met, the City shall submit a Funding Request Form (Exhibit A) to the County for funds to facilitate the City's removal and disposal of the floating structure. The City's cost share shall be \_\_\_\_\_% of the total removal and disposal service costs.

The City shall provide the following information with the Funding Request Form:

1. All estimated costs associated with the removal and disposal of the floating structure(s) in a line item quote from an insured and licensed entity that is lawfully able to provide and execute the removal and disposal services;
2. Documentation of the violation, including, but not limited to photographs of the posted notice on the floating structure, proof of mailed notice to any known owner(s), and any other relevant documentation demonstrating compliance with the Ordinance;
3. Proposed date(s) and time(s) of floating structure removal;
4. City's cost share percentage, and cost share amount of the estimated floating structure removal and disposal costs; and
5. County's cost share percentage, and cost share amount of the estimated floating structure removal and disposal costs (i.e.—the amount of funding requested from the County).

Upon the County's review and approval of the Funding Request Form, available funds will be allocated to the City through an award letter ("Award Letter") by the County, at which time the City will have 120 days to complete the removal and disposal of the floating structure. The amount of funds allocated in the Award Letter will not be greater than the County's cost share percentage of the estimated costs. County funding shall be available on a reimbursement basis only. Subject to Section 5, the County will reimburse the City at the amount allocated in the Award Letter following the City's removal and disposal of the floating structure in accordance with this Agreement, provided that such removal and disposal services were completed within 120 days, the Exhibit B Invoice is received and approved by the County as described in Section 9, and grant funding is available at the time of the County's approval of the Exhibit B Invoice. At a minimum,

the City shall be responsible for its cost share percentage of the actual removal and disposal costs, even if the total actual removal and disposal costs differ from the total estimated removal and disposal costs that the Award Letter was based on. In any event, the City shall be responsible for the remaining costs of removal and disposal that are not reimbursed by the County. The City's administrative costs related to this Agreement are not eligible for reimbursement.

E. The City and/or any subcontractors of the City shall abide by the Best Management Practices for Floating Structures as set forth in Exhibit C. The City shall also be responsible for disposal of all materials at the Solid Waste Authority.

**5) Responsibility of the County**

A. The County will reimburse the City at the amount allocated in the Award Letter following the City's removal and disposal of the floating structure in accordance with this Agreement, provided that such services were completed within 120 days, the Exhibit B Invoice is received and approved by the County as described in Section 9, and grant funding is available at the time of the County's approval of the Exhibit B Invoice. The County shall not reimburse the City for an amount greater than the amount in the Award Letter, except as described below. In the event that the City's actual floating structure removal and disposal costs are greater than the estimated floating structure removal and disposal costs that the Award Letter was based on, the County may, in its sole discretion, provide funding to the City for additional costs above the amount allocated in the Award Letter. In the event that the City's actual floating structure removal and disposal costs are less than the estimated floating structure removal and disposal costs that the Award Letter was based on, the County will only be required to provide funding up to the amount of the County's cost share percentage.

B. The County's obligation to provide funding to the City under this Agreement is contingent upon the availability of grant funding, as determined by the County in its sole discretion.

**6) Effective Date and Term of the Agreement**

This Agreement shall take effect upon execution and shall terminate on February 28, 2029 unless earlier terminated as provided herein or extended by the parties.

**7) Authorized Representative**

A. The County's authorized representative:  
Director, Department of Environmental Resources Management or designee  
(561) 233-2400  
2300 N. Jog Road - 4th Floor  
West Palm Beach, FL 33411-2743

B. The City's authorized representative:

**8) Independent Contractor**

The City is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the City's sole direction, supervision, and control. The City shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the City's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The City does not have the power or authority to bind the County in any promise, agreement or representation.

### **9) Payment**

A. Within 30 days following the removal and disposal of the floating structure(s) in accordance with this Agreement, the City shall submit the Exhibit B Invoice(s) to the County for reimbursement. Under no circumstances shall an Exhibit B Invoice be submitted later than August 29, 2028. Invoices shall be in sufficient detail for pre-audit and post-audit review. The City shall provide the following information with the Exhibit B Invoice:

1. Reference to this Agreement;
2. Award Letter from the County authorizing the floating structure removal and disposal;
3. The City's actual cost share amount;
4. The County's actual cost share amount requested for reimbursement;
5. Records sufficient to substantiate the actual costs incurred in the floating structure removal and disposal;
6. A memo for each floating structure removed that includes the disposition of each structure prior to removal, and photographs that document the condition of each floating structure prior to removal, the removal process and the final disposition of each structure; and
7. Landfill ticket or other acceptable evidence of the City's disposal of all materials at the Solid Waste Authority.

The City shall provide additional documentation to support any aspect of the Exhibit B Invoice if requested by the County. The City shall be reimbursed on a cost reimbursement basis for all eligible floating structure removal and disposal costs upon receipt and approval by the County of a properly completed Exhibit B Invoice, and contingent upon the availability of grant funding, as determined by the County in its sole discretion.

### **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 City shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. The City shall have access to such books, records, and documents as required in

this section for the purpose of inspection or audit during normal business hours, at the City's place of business.

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

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**13) Notice**

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance, to the respective addresses/recipients specified below:

As to the City:

As to County:  
Palm Beach County  
Director, Department of Environmental Resources Management or designee  
2300 N. Jog Road - 4th Floor  
West Palm Beach, FL 33411-2743

Copy to:  
Palm Beach County  
Palm Beach County Attorney's Office  
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**

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

The City shall be liable for any actions, claims or damages arising out of the City's violation or illegal enforcement of the Ordinance in connection with this Agreement. The City shall also be liable for any actions, claims or damages arising out of the City's violation of any state grant funding agreement from which the County provided funding to the City under this Agreement.

#### **17) Insurance**

A. Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the City 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 City maintains third-party Commercial General Liability, Business Auto Liability, and Pollution Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, the City shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage. And \$1,000,000 per occurrence for Pollution Liability, The City will agree to include an Additional Insured Endorsement: The Commercial General Liability and Pollution Liability policies shall be endorsed to add "Palm Beach County

Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request

C. The City 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 City 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 City of its liability and obligations under this Agreement.

F. Pollution/Liability/Environmental Impairment Liability: The City or any subcontractor shall maintain Pollution Liability or equivalent Environmental Impairment Liability at a minimum limit of not less than One Million Dollars (\$1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars (\$10,000), County reserves the right, but not the obligation, to review and request a copy of City’s most recent annual report or audited financial statements in evaluating the City’s acceptability of a higher self-insured retention or deductible in relationship to the City’s financial condition.

G. The City shall agree to cause any subcontractor employed by the City to purchase and maintain insurance of the type specified herein, unless the City’s insurance provides coverage on behalf of the subcontractor. When requested by the County, the City shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**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**

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

**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, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The County may execute the Agreement through electronic or manual means. City shall execute by manual means only, unless the County provides otherwise.

## **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) Nondiscrimination**

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the City warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the City represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the City shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the City retaliate against any person for reporting instances of such discrimination. The City shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The City understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. City shall include this language in its subcontracts.

## **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 City.

**30) Remedies.**

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in 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.

**31) E-Verify – Employment Eligibility**

City warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of City's subconsultants performing the duties and obligations of this City are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

City shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. City shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that City has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that City's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify City to terminate its contract with the subconsultant and City shall

immediately terminate its contract with the subconsultant. If County terminates this Agreement pursuant to the above, City shall be barred from being awarded a future agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such agreement termination, City shall also be liable for any additional costs incurred by County as a result of the termination.

### **32) Public Records**

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

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.
- B. 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 City 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.
- C. 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 City does not transfer the records of the public agency.
- D. Upon completion of the Agreement, the City shall transfer, at no cost to the County, all public records in possession of the City 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 City transfers all public records to the County upon completion of the Agreement, the City shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the City keeps and maintains public records upon completion of the agreement, the City shall meet all applicable requirements for retaining public records. All records stored electronically by the City 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 City 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. City 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 CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'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](mailto: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.

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS  
BY:

\_\_\_\_\_  
Deborah Drum, Department Director  
PBC Environmental Resources Management

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

(City)

\_\_\_\_\_  
Assistant County Attorney

By: \_\_\_\_\_  
(Title)

Exhibit A

**PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT  
FUNDING REQUEST FORM FOR FLOATING STRUCTURE REMOVAL AND DISPOSAL**

a)	City	
b)	Project Manager	
c)	Mailing Address	
d)	City/State/Zip	
e)	Telephone	
f)	Email	

Include a line for each floating structure that you are requesting to remove.

	Tagging Agency	Agency Case Number	Type of Floating Structure	Location (Lat/Long)	Removal & Disposal Quote
1					
2					
3					
4					
5					
6					
				<b>TOTAL</b>	

City's cost share percentage, and amount of estimated removal and disposal costs: \_\_\_\_\_

County's cost share percentage, and amount of estimated removal and disposal costs: \_\_\_\_\_

Have all necessary documents been posted and/or mailed to any known owner(s), in accordance with the Ordinance? \_\_\_\_\_

Has the posted notice met the minimum notice period under the Ordinance? \_\_\_\_\_

If you answered no to any of the above questions, please explain: \_\_\_\_\_

\_\_\_\_\_

Check here to signify that you have included all documentation and information required for this Exhibit A Funding Request Form in accordance with the Agreement

I hereby certify that the information provided in this application is true and accurate, and that I have the authority to submit this form on behalf of the City.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

\* Note –Administrative costs are not eligible as matching costs

Exhibit B

INVOICE

Billed to:

Palm Beach County  
Department of Environmental Resources Management  
2300 N Jog Rd., 4<sup>th</sup> Floor  
West Palm Beach, Florida 33411

Resolution# \_\_\_\_\_

Invoice Date: \_\_\_\_\_

Agreement #: \_\_\_\_\_

Cost Share Amount Requested for Reimbursement: \_\_\_\_\_

Remit payment to:

City: City Name

Address: City Address

Billing Period/Dates of Service:

From: \_\_\_\_\_  
(Date City Began Work)

To: \_\_\_\_\_  
(Date City Completed Work)

PROJECT COSTS:

Floating Structures Removed:	Amount
1) Case #; Description	\$0,000.00
2) Case #; Description	\$0,000.00
3) Case #; Description	\$0,000.00
4) Case #; Description	\$0,000.00
5)	
6)	

Total Floating Structure Removal and Disposal Cost: 00,000.00

City Cost Share Amount: - \$

Amount Requested for Reimbursement from County: \$0,000.00

Have you included all documentation and information required for this Exhibit B Invoice in accordance with the Agreement?

\_\_\_\_\_ Yes \_\_\_\_\_ No

I hereby certify that the above costs are true and valid costs incurred in accordance with the Agreement, and that I have the authority to submit this form on behalf of the City. (Please attach a copy of the Award Letter)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\* Note –Administrative costs are not eligible as matching costs.

**BEST MANAGEMENT PRACTICES**  
**FOR FLOATING STRUCTURE REMOVAL PROJECTS**

The following best management practices (BMPs) will be employed by the City or marine contractor, as applicable (“Contractor”), during the removal of floating structures as defined in the Ordinance. The marine contractor selected for the project will be required to show proof of their ability to meet the BMP requirements with their contingency of equipment, staff, and expertise in the removal of floating structures.

Compliance with these BMPs will be monitored by the Contractor. These BMPs are as follows:

**A. All Work Is to Meet the Following Requirements:**

1. Operations are to be limited to daylight hours.
2. Operations are to be staged from an upland area.
3. All work is to be performed in a manner that avoids and/or minimizes impacts to live bottom and other resource areas (e.g., seagrass beds, oyster beds, wetlands, mangroves, and other sensitive habitats) while approaching, working in, and leaving the derelict or other authorized vessel site.
4. All work shall avoid impacts to manatees, sea turtles, and other species listed by the state and federal government as threatened or protected.
5. The Contractor will remove all contaminants and pollutants including fuels, batteries, paints, solvents, black/gray water, and engines from each floating structure prior to or immediately after extraction from water, whichever option is best to prevent environmental impacts. Any contaminant or pollutant found to be contained within a floating structure as well as the used absorbent matts/socks shall be removed by the Contractor, placed in an approved container, and disposed of properly. The placement of absorbent matt/socks on the surface of the water within the turbidity barrier around the floating structure is required where free floating product (gas/oil) is observed and under vessels which have been placed on land.
6. The Contractor is to provide appropriate best management practices (BMPs) approved by the Florida Department of Environmental Protection for erosion control and turbidity protection while each floating structure is being removed. In areas of low to moderate currents, a Type II floating turbidity barrier will be installed within a ten (10) foot radius of the vessel being removed prior to starting any removal activities. The turbidity barrier shall be anchored to the bottom of the waterway.
7. The Contractor is to provide appropriate BMPs for erosion control and turbidity prevention around the vessels/barges being used to remove the floating structure and around the perimeter of any upland staging site where necessary.
8. The Contractor is to monitor turbidity levels throughout removal work.
9. In an effort to reduce turbidity, a crane, winch and/or approved alternate method is to be used to raise the floating structure from the water if available.
10. The Contractor will assess turbidity levels and allow them to return to an acceptable level similar to pre-project condition prior to removal of turbidity measures.
11. The dragging of floating structures on the submerged bottom is to be avoided both on and offshore. All vessels/barges used in floating structure removal shall continually monitor water depths to avoid running aground.

## Exhibit C

12. The Contractor will load floating structures onto a barge and/or flatbed truck (or similar) for proper disposal.
13. The Contractor is to photo-document all removals with pictures taken before, during and after removal.

### **B. For Structures That Are Floating or Lightly Aground:**

1. The floating structure is to be pumped out as needed and extracted (floated out) during high water.
2. Following extraction, the floating structure is to be towed from the grounded location to a boat ramp or other removal point while avoiding and/or minimizing impacts to live bottom areas.

### **C. For Structures That Are Hard Aground:**

1. The floating structure is to be approached using shallow draft vessels.
2. The floating structure is to be extracted using a crane from a shallow draft deck barge, by hand using the best available tools, or similar approach to minimize impacts to the site and surrounding areas.

### **D. For Structures Sunken in Shallow Water:**

1. Install and inflate flotation bags as needed.
2. Lift the floating structure with barge mounted crane or similar equipment.