

INTERLOCAL AGREEMENT FOR  
BEACH AND DUNE MANAGEMENT  
BETWEEN PALM BEACH COUNTY  
AND THE CITY OF RIVIERA BEACH

THIS AGREEMENT is made and entered into on the 22<sup>nd</sup> day of October, 2024, by and between the CITY OF RIVIERA BEACH, a municipal corporation in the State of Florida, (hereinafter referred to as the "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 Section 125.01, Florida Statutes, the Board of County Commissioners of Palm Beach County is empowered to establish and administer programs of beach erosion control 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, pursuant to Chapter 166, Florida Statutes, the CITY is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the CITY and COUNTY intend to make the most efficient use of their powers by cooperating with each other in the restoration and management of the Singer Island beach and dune within an area located approximately 500 feet north of the Florida Department of Environmental Protection's reference monument R-61 to approximately 100 feet south of the Florida Department of Environmental Protection's reference monument R-67, in Palm Beach County, Florida ("RESTORATION"); and

WHEREAS, within the RESTORATION area, the CITY and the COUNTY intend to conduct a one-time comprehensive analysis of current and historical conditions, including evaluating various alternative methods of beach and dune management, and determining whether potential management alternatives are economically justified, environmentally sound and technically feasible (the "FEASIBILITY STUDY"); and

WHEREAS, the CITY and the COUNTY desire to establish their respective roles in RESTORATION and the FEASIBILITY STUDY to make the most efficient use of their respective resources; and

WHEREAS, the CITY wishes to cost share with the COUNTY, by reimbursing the COUNTY for a portion of the total Eligible RESTORATION Expenses and a portion of the total Eligible FEASIBILITY STUDY Expenses.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein contained, the parties agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein.
2. Purpose of the Agreement. The purpose of this Agreement is to provide a mechanism for funding RESTORATION and the FEASIBILITY STUDY, and to set forth the terms, conditions and obligations of each of the respective parties hereto.
3. RESTORATION.
  - A. Description. RESTORATION consists of periodically hauling beach quality sand to the Restoration Area (located approximately 500 feet north of the Florida

Department of Environmental Protection's reference monument R-61 to approximately 100 feet south of the Florida Department of Environmental Protection's reference monument R-67, in Palm Beach County, Florida), placing it throughout the eroded dune system, and when practicable, planting the restored area with native, salt-tolerant, dune vegetation.

- B. RESTORATION components. RESTORATION components include project management; design; permitting; purchase and trucking of sand; sand placement; planting of native vegetation; and all permits required monitoring and maintenance (the "Eligible Restoration Expenses").

4. The FEASIBILITY STUDY.

- A. Description. The FEASIBILITY STUDY consists of analyzing the current and historical morphodynamic conditions of the beach and dune system within the RESTORATION Area, evaluating various potential management and restoration strategies, evaluating costs, and recommending a proposed alternative project methodology.
- B. FEASIBILITY STUDY components. FEASIBILITY STUDY components include data collection; research, technical evaluation, modeling of project design alternatives, and review of regulatory considerations; and the drafting of a written report to document the study methods and outcomes (the "Eligible Feasibility Study Expenses").

5. Term. The term of this Agreement shall be from the date of execution through December 31, 2034, unless otherwise provided herein. Work conducted on RESTORATION and the FEASIBILITY STUDY by the COUNTY and its consultants/contractors beginning on or after October 1, 2023 shall be eligible for reimbursement by the CITY.

6. Funding. The parties agree that the CITY will cost share in the Eligible Restoration Expenses for RESTORATION, and Eligible Feasibility Study Expenses for the FEASIBILITY STUDY. Each party agrees to diligently pursue the approval and procurement of its funding obligation. The parties agree that the COUNTY shall not be obligated to perform RESTORATION unless the CITY notifies the COUNTY in writing that the CITY's City Council has appropriated sufficient funds in its annual fiscal budget to reimburse the COUNTY for the CITY'S share of the Eligible Restoration Expenses.

7. COUNTY Obligations.

- A. The COUNTY's performance of a RESTORATION shall be at the discretion of the COUNTY.
- B. Prior to commencing a RESTORATION as provided in paragraphs 3.A. and B., or the FEASIBILITY STUDY as provided in paragraphs 4.A. and B., the COUNTY shall submit to the CITY an estimate of the total cost for the proposed RESTORATION or the FEASIBILITY STUDY, as applicable.
- C. The COUNTY shall pay all expenses associated with RESTORATION and the FEASIBILITY STUDY in anticipation of partial reimbursement from the CITY.
- D. The COUNTY shall submit invoices for payment to the CITY not more frequently than quarterly (i.e. March, June, September, December). The COUNTY will submit invoices to the CITY that include a reference to this Agreement, identify RESTORATION or the FEASIBILITY STUDY, identify the amount due and payable to the COUNTY and include a statement certifying that the invoice amount includes only eligible expenses and that said eligible expenses have been incurred and paid. Invoices shall be in sufficient detail for pre-audit and post-audit review. The COUNTY shall provide any further documentation deemed necessary by the CITY.
- E. The COUNTY shall maintain adequate records to justify all charges, expenses and costs represented by the invoice amounts for at least ten (10) years after completion of each periodic RESTORATION project and the one-time FEASIBILITY STUDY. The CITY shall have access to all books, records, and documents related

to RESTORATION and the FEASIBILITY STUDY as required in this paragraph for purposes of inspection or audit during normal business hours.

- F. The County shall use best efforts to submit requests for State funding assistance for RESTORATION and the FEASIBILITY STUDY, shall provide a copy of any such submittal to the CITY, and shall seek the CITY's support.
- G. Upon request, the COUNTY shall provide the CITY with copies of all contracts, task orders, scopes of work, plans, specs, and deliverables related to RESTORATION and the FEASIBILITY STUDY.
- H. Upon request, the COUNTY shall provide the CITY with a copy of the RESTORATION schedule and all revisions thereto.
- I. Upon Request, the COUNTY shall properly prepare and submit any and all applications for State and Federal permits required for RESTORATION and provide a copy thereof to the CITY.
- J. The COUNTY shall be responsible for performance of RESTORATION components and of the FEASIBILITY STUDY components.
- K. The COUNTY shall secure competitive bids for RESTORATION and the FEASIBILITY STUDY by advertisement for work to be performed by consultants/contractors in accordance with the COUNTY Purchasing Ordinance.
- L. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon availability of matching State or Federal 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.

8. CITY Obligations.

- A. The CITY shall cost share with the COUNTY on a reimbursement basis.
- B. The CITY shall reimburse the COUNTY for twenty percent (20%) of the Eligible Non-Federal Restoration Expenses for work performed in areas within eligible shoreline lengths, as specified in Fla. Admin. Code 62B36.007, and fifty percent (50%) of the Eligible Restoration Expenses for work performed in all other areas, for each periodic RESTORATION completed by the COUNTY pursuant to this Agreement. However, the CITY's cost-share for Eligible Restoration Expenses shall not exceed \$1,000,000 in any fiscal year following Agreement execution, and shall not exceed \$250,000 for Eligible Restoration Expenses incurred after October 1, 2023, but prior to Agreement execution.
- C. The CITY shall reimburse the COUNTY for twenty five percent (25%) of the Eligible Non-Federal Feasibility Study Expenses for the one-time FEASIBILITY STUDY completed by the COUNTY pursuant to this Agreement.
- D. The CITY shall appropriate adequate funds to cover the CITY's share of the Eligible Restoration Expenses and Eligible Feasibility Study Expenses based upon the estimate provided by the COUNTY pursuant to paragraph 7.B.
- E. By no later than October 31<sup>st</sup> of any fiscal year, the CITY shall notify the COUNTY in writing to confirm that adequate funds have been appropriated by its Council to cover the CITY's share of Eligible Restoration Expenses.
- F. Invoices received from the COUNTY and approved by the CITY shall be paid to the COUNTY within thirty (30) days of receipt. All payments made to the COUNTY shall be by check made payable to the Palm Beach County Board of County Commissioners and shall be clearly marked to identify RESTORATION or the FEASIBILITY STUDY. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management at the address provided in paragraph 10.
- G. The CITY shall not issue a building permit for any new building construction or the installation of new artificial lighting within the Sea Turtle Protection Zone

unless a Sea Turtle Lighting Plan has been approved by the COUNTY pursuant to Article 14, Chapter A of Palm Beach County's Unified Land Development Code (ULDC).

H. Notwithstanding any other provision herein, the CITY's obligation to perform under this Agreement is contingent upon availability of the funding and an appropriation for its purpose by the City Council in its annual fiscal year budget during the term of this Agreement.

9. Party Representatives.

A. The COUNTY's representative/contract monitor during the term of this Agreement shall be the Director of the Department of Environmental Resources Management, whose telephone number is (561) 233-2400.

B. The CITY'S representative/contract monitor during the term of this Agreement shall be the CITY's City Manager, whose telephone number is (561) 845-4000.

10. Notices. 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:

City of Riviera Beach  
Attn. City Manager  
600 W. Blue Heron Blvd.  
Riviera Beach, FL 33404

As to the COUNTY:

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

Copy to:

Palm Beach County  
Attn: County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

11. Default and Termination.

A. If a party fails to fulfill its obligations under this Agreement in a timely and proper manner, the party not in default shall have the right to terminate this Agreement by giving written notice of any deficiency and its intent to terminate. The party in default shall then have thirty (30) days from receipt of notice to correct the stated deficiency. If the defaulting party fails to correct the deficiency within this time and unless otherwise agreed by the parties, this Agreement shall terminate at the expiration of the thirty (30) day time period. In the event of termination due to a default by the CITY, the CITY shall promptly pay the COUNTY all costs incurred and due under the terms of this Agreement as of the date of termination.

B. Either party may terminate this Agreement at any time for convenience upon ninety (90) calendar days prior written notice to the other party and upon payment of all costs incurred and due under the terms of this Agreement as of the date of termination.

12. Delegation. Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or municipal officers.

13. Filed. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

14. Amendments. This Agreement may only be amended by written Agreement executed by the parties hereto with the same formality used to execute this Agreement.

15. Indemnification. Each party shall be liable for its own actions and negligence, and to the extent permitted under Section 768.28, Florida Statutes, 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.
  
16. Insurance. The parties shall maintain a fully funded insurance or self-insurance program pursuant to Section 768.28, Florida Statutes. The COUNTY agrees to require any contractor performing work on RESTORATION or FEASIBILITY STUDY to maintain adequate insurance coverage, and naming both the CITY and COUNTY as additional insured for RESTORATION.
  
17. 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.
  
18. 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.
  
19. 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 or provision.
  
20. Disputes. Disputes under this Agreement may be resolved by the parties' Representatives named in paragraph 9. If the Representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to conduct a non-binding mediation of the issues involved and make a recommendation to both parties. The parties agree to be responsible for their respective costs and fees incurred during the mediation and that the mediator's fees and costs shall be paid in equal amounts by each party.
  
21. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the CITY. 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, except through and against the entity by whom they are employed.

22. Enforcement Costs. Except as otherwise provided herein, any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties. This provision pertains only to the parties to the Agreement.
23. Remedies. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all 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 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. 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.
24. Captions. The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.
25. Construction. No party shall be considered the author of this Agreement since the parties hereto have participated in drafting this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.
26. 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 any party contracting with the County, 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 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

27. 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.

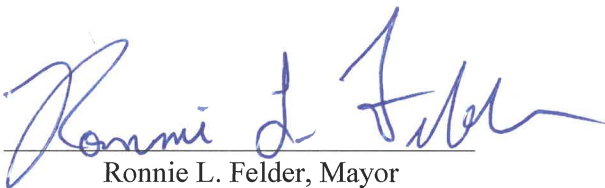
28. Counterparts. This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Agreement. The COUNTY may execute the Agreement through electronic or manual means. CITY shall execute by manual means only, unless the COUNTY provides otherwise.
29. Entirety of Agreement. The CITY and COUNTY agree that this Agreement, together with any attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms or obligations in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

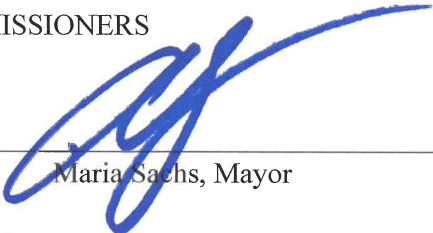
IN WITNESS WHEREOF, the County of Palm Beach, Florida has caused this Agreement to be signed by the Mayor of the Board of County Commissioners and the seal of said Board to be affixed hereto and attested by the Clerk of said Board, pursuant to authority granted by said Board, and the City of Riviera Beach has caused this Agreement to be signed in its corporate name by its mayor and its corporate seal to be affixed hereto, attested by its City Clerk, the date and year first above written.

R2024-1428 OCT 2 2 2024

CITY OF RIVIERA BEACH,  
FLORIDA

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS


By:   
Ronnie L. Felder, Mayor

By:   
Maria Sachs, Mayor

ATTEST:

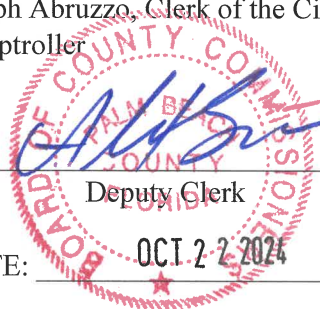
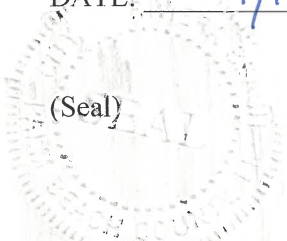
ATTEST:  
Joseph Abruzzo, Clerk of the Circuit Court &  
Comptroller

By:   
City Clerk

By:   
Deputy Clerk

DATE: 9/12/2024

DATE: OCT 2 2 2024



(Seal)

(Seal)


APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By:   
City Attorney

By:   
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By:   
Deborah Drum, Director  
Department of Environmental  
Resources Management