

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY
AND
TOWN OF JUPITER
FOR
NORTH COUNTY COMPREHENSIVE SHORE PROTECTION PROJECT**

R2021 0916

THIS AGREEMENT is made and entered into on the ____ day of JUL 13 2021 2021, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the "COUNTY") and the TOWN OF JUPITER, a municipal corporation in the State of Florida, (the "TOWN"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, and both being 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 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 TOWN is empowered to exercise any governmental, corporate, and proprietary power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the COUNTY and the TOWN intend to make the most efficient use of their powers by cooperating with each other on periodic dune restoration and beach nourishment within the North County Comprehensive Shore Protection Project area, located between Department of Environmental Protection (DEP) reference monument R-13 and DEP reference monument R-31 (the "PROJECT") as depicted on Exhibit A; and

WHEREAS, the COUNTY and the TOWN desire to establish their respective roles in the PROJECT to make the most efficient use of their respective resources; and

WHEREAS, the TOWN wishes to cost share with the COUNTY, by reimbursing the COUNTY for 10% of the total Eligible Non-Federal Project Expenses for projects as defined on Exhibit B.

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 the PROJECT, and to set forth the terms, conditions and obligations of each of the respective parties hereto.
3. The PROJECT.
 - A. Description. The PROJECT consists of multiple periodic beach nourishment and/or dune restoration activities within the Project Area (located from DEP

- H. The COUNTY shall properly prepare and submit any and all applications for State and Federal permits required for the PROJECT and provide a copy thereof to the TOWN.
- I. The COUNTY shall be responsible for management, design, construction and monitoring of the PROJECT.
- J. The COUNTY shall secure contractors in accordance with the COUNTY Purchasing Ordinance.
- K. Notwithstanding any other provision herein, the COUNTY's obligation to perform under this Agreement is contingent upon availability of matching State or Federal funding and an appropriation for its purpose by its Board in its annual fiscal year budget during the term of this Agreement.

7. TOWN Obligations.

- A. The TOWN shall cost share with the COUNTY on a reimbursement basis for ten percent (10%) of all Eligible Non-Federal Expenses for each COMPONENT pursuant to this Agreement. To the extent applicable, it is understood and agreed the Town's 10% cost share represents an estimated 30 year annualized participation for 20% municipal contributions toward eligible expenses that occur only on shorelines that are not owned or managed by Palm Beach County. A Map of land ownership within the PROJECT area is provided in Exhibit A. Estimated PROJECT costs and calculations for each party's cost-share percentage are defined in Exhibit B, which calculates an annual TOWN appropriation cap of \$250,000. A TOWN appropriation cap for fiscal year 2022 shall be \$950,000 to cover municipal contributions of eligible PROJECT expenses for the first beach nourishment. Annualized PROJECT cost increases of 15% or more shall trigger renegotiation of Agreement funding caps.
- B. The TOWN shall appropriate adequate funds to cover the TOWN's share of the Eligible PROJECT Expenses based upon the estimate provided by the COUNTY pursuant to paragraph 6.A.
- C. By no later than October 31st of any fiscal year, the TOWN shall notify the COUNTY in writing if adequate funds have not been appropriated by its Council to cover the TOWN's share of Eligible PROJECT Expenses.
- D. Invoices received from the COUNTY and approved by the TOWN 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 the PROJECT. Payments shall be submitted to the Palm Beach County Department of Environmental Resources Management at the address provided in paragraph 9.
- E. The TOWN 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 Protection Lighting Plan has been approved by the COUNTY pursuant to Article 14, Chapter A of Palm Beach County's Unified Land Development Code (ULDC).
- F. The TOWN shall exempt the COUNTY and contractors performing on the PROJECT from any TOWN regulations that restrict or limit work hours or noise volumes. The TOWN shall permit the COUNTY and contractors to conduct activities relating to the PROJECT 24 hours a day, seven days a week, and such activities shall not be subject to a maximum noise volume. The COUNTY shall make all reasonable efforts to minimize noise disturbances from activities associated with the PROJECT which do not

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.

15. 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 the PROJECT to maintain adequate insurance coverage, naming both the TOWN and COUNTY as additional insured.
16. 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 TOWN 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.

The TOWN has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above, as contained in Resolution R2017-1770, as amended, or, in the alternative, if the TOWN does not have a written non-discrimination policy, it has acknowledged through a signed statement provided to COUNTY that the TOWN's non-discrimination policy conforms to R2017-1770, as amended.
17. Severability. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
18. Waiver of Breach. It is hereby agreed to by the parties that no waiver of 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.
19. Disputes. Disputes under this Agreement may be resolved by the parties' Representatives named in paragraph 8. If the Representatives are unable to reach a resolution, the parties may select a mediator mutually acceptable to both parties to conduct a 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.
20. Independent Contractor. The COUNTY recognizes that it is an independent contractor and not an agent or servant of the TOWN. 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.
21. Enforcement Costs. 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.
22. 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 Palm Beach County. No remedy herein conferred upon any party is

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 Town of Jupiter 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 Town Clerk, the date and year first above written.

R2021 0916 JUL 13 2021

TOWN OF JUPITER,
FLORIDA

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: Todd Wodraska
Todd Wodraska, Mayor

By: Dave Kerner
Dave Kerner, Mayor

ATTEST:

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

By: Laura Cahill
Town Clerk, Laura Cahill

By: Joseph Abruzzo
Deputy Clerk

DATE: 5/5/21

DATE: JUL 13 2021

(Seal)

(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas J. Bard
Town Attorney
Thomas J. Bard

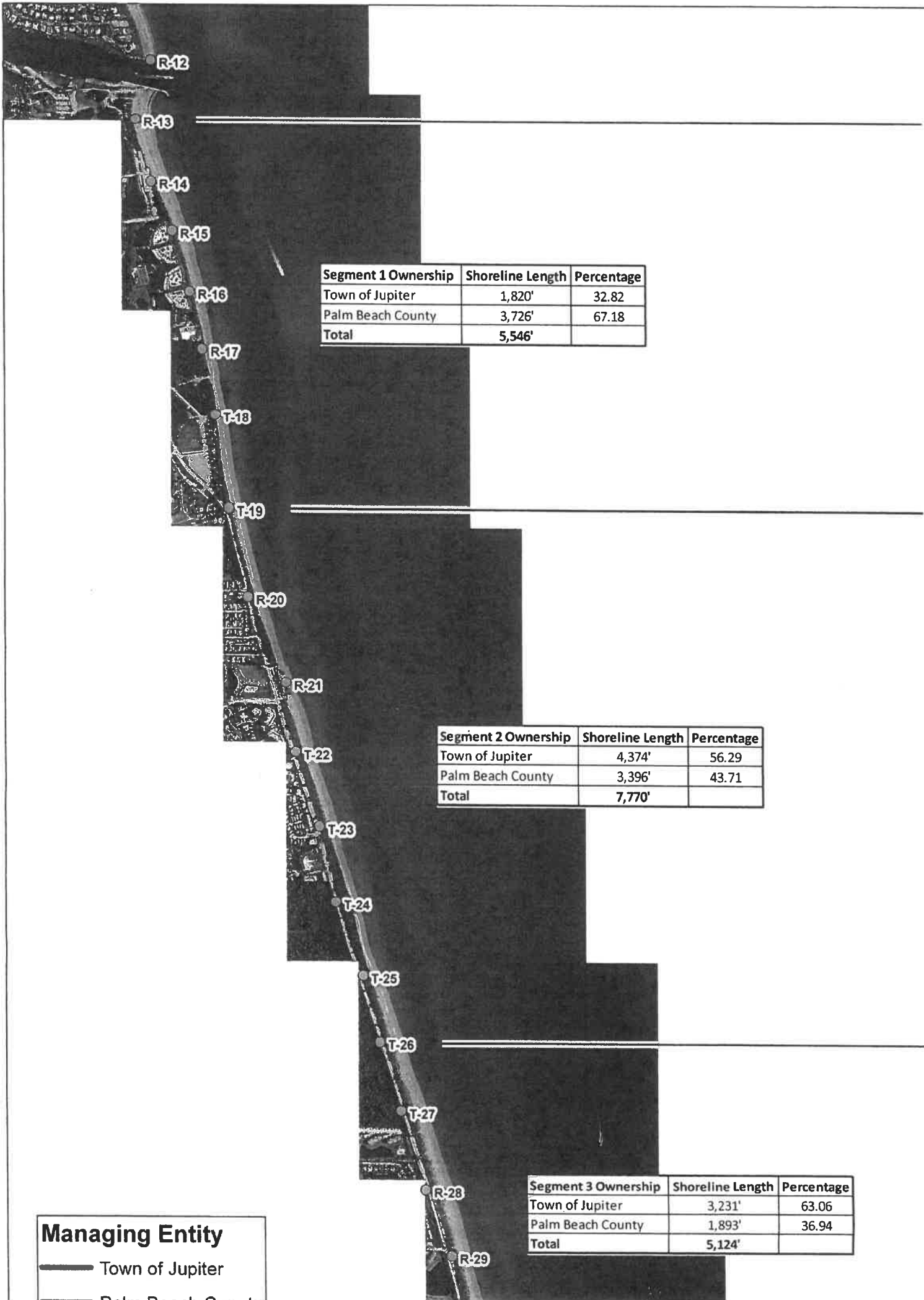
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Sean Adel Williams
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: Deborah Drum
Deborah Drum, Director
Dept. of Env. Resources Management





Segment 1 Ownership	Shoreline Length	Percentage
Town of Jupiter	1,820'	32.82
Palm Beach County	3,726'	67.18
Total	5,546'	

Segment 2 Ownership	Shoreline Length	Percentage
Town of Jupiter	4,374'	56.29
Palm Beach County	3,396'	43.71
Total	7,770'	

Segment 3 Ownership	Shoreline Length	Percentage
Town of Jupiter	3,231'	63.06
Palm Beach County	1,893'	36.94
Total	5,124'	

Exhibit B
Estimated Costs - Town of Jupiter

NCCSPP - Estimated Beach Nourishment Costs							
Segment	CY	Cost per CY	Total Cost	Federal	Non Federal	% in Town	Adjusted Non-Fed Cost
1	800000	\$18.00	\$14,400,000.00	\$7,920,000.00	\$6,480,000.00	100.00%	\$6,480,000.00
2	300000	\$18.00	\$5,400,000.00	\$0.00	\$5,400,000.00	100.00%	\$5,400,000.00
3	800000	\$18.00	\$14,400,000.00	\$0.00	\$14,400,000.00	40.00%	\$5,760,000.00
NCCSPP - Dune Restoration Costs							
Segment	CY	Cost per CY	Total Cost	Federal	Non Federal	% in Town	Adjusted Non-Fed Cost
Any	36,600	\$42.85	\$1,568,310.00	\$0.00	\$1,568,310	100.00%	\$1,568,310
Note: Project cubic yardage and unit costs are estimates for planning purposes. Both are subject to change based on project modifications and changing market conditions.							

Segment 1: R-13 to R-19 Total Length - 5,546ft, Total Non-Federal Cost - \$6,480,000				
Entity	Managed Length (ft)	% Managed	Weighted Non-Federal Cost ¹	Final Non-Federal Cost Share ²
Town of Jupiter	1820	32.82%	\$2,126,505.59	\$425,301.12
Palm Beach County	3726	67.18%	\$4,353,494.41	\$6,054,698.88

1- **Weighted Non-Federal Cost** = Total Non-Federal Costs * % Managed

Segment 2: R-19 to T-26 Total Length - 7,770ft, Total Non-Federal Costs - \$5,400,000				
Entity	Managed Length (ft)	% Managed	Weighted Non-Federal Cost ¹	Final Non-Federal Cost Share ²
Town of Jupiter	4374	56.29%	\$3,039,845.56	\$607,969.11
Palm Beach County	3396	43.71%	\$2,360,154.44	\$4,792,030.89

2- **Final Non-Federal Cost Share for Town** = Weighted Non-Federal Costs * 20%

Segment 3: T-26 to R-31 Total Length within Town- 5,124ft, Total Non-Federal Costs - \$5,760,000				
Entity	Managed Length (ft)	% Managed	Weighted Non-Federal Cost ¹	Final Non-Federal Cost Share ²
Town of Jupiter	3231	63.06%	\$3,632,037.47	\$726,407.49
Palm Beach County	1893	36.94%	\$2,127,962.53	\$5,033,592.51

Dune Restoration: R-13 to R-31 36,600 CY - Total Non-Federal Cost - \$1,568,310				
Entity	Managed Length (ft)	% Managed	Weighted Non-Federal Cost ¹	Final Non-Federal Cost Share ²
Town of Jupiter	9425	51.11%	\$801,590.12	\$160,318.02
Palm Beach County	9015	48.89%	\$766,719.88	\$1,407,991.98

Estimated 30 yr annualized costs (assuming 4 renourishment projects and 2 dune restorations)				
Entity	Non-Federal Cost Share	30 year Total Share	30 Year % of Total Costs	Annualized Allocation
Town of Jupiter	\$1,919,995.75	\$7,359,346.94	10%	\$245,311.56
Palm Beach County	\$17,288,314.25	\$66,337,273.06	90%	\$2,211,242.44

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, JOSEPH ABRUZZO, Clerk of the Circuit Court, do
Certified/verify that this is a true and correct copy
of the original filed in my office
on July 13 2021
dated at West Palm Beach, Florida
By: BOBBY RUSSELL
Deputy Clerk

COMMISSIONER
BOBBY RUSSELL
JUL 13 2021
CLERK OF THE CIRCUIT COURT
PALM BEACH COUNTY
FLORIDA