

**INTERLOCAL AGREEMENT FOR
BEACH NOURISHMENT PROJECT – REACH 8**

THIS INTERLOCAL AGREEMENT FOR BEACH NOURISHMENT PROJECT – REACH 8 (the “Agreement”) dated _____ by and between the Town of Palm Beach, a Florida municipal corporation of the state of Florida, located in Palm Beach County, Florida, (hereinafter “the Town”) and the City of Lake Worth Beach, a Florida municipal corporation of the state of Florida (the “City”) (Collectively referred to as “Parties”).

RECITALS

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into agreements to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby to provide services and facilities in a manner that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part 1 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 166, Florida Statutes, the Town and the City are empowered to exercise any governmental, corporate, and proprietary power for municipal purposes; and

WHEREAS, the Town intends on implementing, through its contractors, a beach nourishment project (“Project”) in the south end of the Town located between Florida Department of Environmental Protection (“FDEP”) Range Monuments R-128+700 and R-134 and identified in the Town’s Comprehensive Coastal Management Plan as a portion of the Reach 8 beach segment (“Reach 8”); and

WHEREAS, more specifically, the Project will be implemented at the portion of Reach 8 located between FDEP Range Monuments T-128+700 and T-134 (the “Project Site”); and

WHEREAS, the City owns property within Reach 8 that is not included in the scope of the Project; and

WHEREAS, the Town desires to utilize the City’s property for access to implement the Project at the Project Site as shown on the attached Exhibits ; and

WHEREAS, the Parties have agreed to the terms and conditions set forth herein.

NOW, THEREFORE, the Town and the City, in consideration of the benefits flowing from each to the other, do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS; PURPOSE

The recitals set forth above are true and correct and are hereby incorporated into this Agreement. The purpose of this Agreement is to establish (1) the scope of the Project and (2) the responsibilities and obligations of the Parties with respect to the Project.

SECTION 2. PROJECT SCOPE

The Town intends to renourish the Project Site by hauling and dumping sand to the Project site. To accomplish this, the Town needs access through a 25 foot portion along the southernmost property line of the City's property at 10 S. Ocean Blvd, which provides access to the Project site. More specifically, the City's property that provides access to the Project Site is located at 10 S. Ocean Blvd., Lake Worth Beach, Florida 33460 ("City Property").

The Town will employ a contractor that will be responsible for bringing sand in dump trucks from a sand stockpile at Phipps Ocean Park, along SR A1A, into the southern entrance of the City Property. The dump trucks will traverse the City Property and dump the sand onto the dry beach at the South property boundary of the City Property into a new stockpile. This sand stockpile will be utilized to fill the Town's contractor's off-road trucks on the dry beach of the Project. Sand will then be transported from this location south along the beach via off road truck to construct dunes in the Project site, which is solely within the Town of Palm Beach.

SECTION 3. OBLIGATIONS OF THE PARTIES

The Town shall be responsible for preparing the City Property and the Project Site including removing some landscaping, applying to FDEP for authorization of construction activities including dune removal and restoration, protecting the City Property from damage, injury, or loss arising from the Project, restoring the City Property and the Project Site to the condition it was in before commencement of the Project or better, maintaining traffic, and setting up temporary beach ramps and a security perimeter (cones and temporary fencing) for the duration of the Project. Project Maintenance of Traffic (MOT) will be established including the use of flag persons to direct traffic during active construction operations. Within thirty (30) days after the completion of the Project, the Town shall donate \$80,000 to the City which the City intends to use to make improvements on its property.

The City agrees to refrain from interfering with the Town's ability to timely complete the Project.

SECTION 4. TERM

The term of the Project shall begin on January 1, 2025, and shall end when the Town gives the City notice that the Project is complete, which shall be no later than May 1, 2025. Active work on the beach will be completed by March 1, 2025. It is anticipated that active construction will require approximately 30 days and will be completed within the term dates delineated herein. If an extension of time for active construction on the beach is required, the Town will request from the City for the time required and will implement appropriate turtle monitoring and reasonable and prudent measures as required by State and Federal authorizations.

SECTION 5. DEFAULT; OPPORTUNITY TO CURE

The Parties agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default fifteen (15) days written notice to cure said default. If the defaulting party fails to correct the default within this time, unless otherwise agreed to by both parties, the party not in default may terminate the Agreement at the expiration of the fifteen (15) days.

SECTION 6. EFFECTIVE DATE

This Agreement shall become effective upon execution by both Parties and filing with the Clerk of the Circuit court of Palm Beach County.

SECTION 7. INSURANCE; LIABILITY; SOVEREIGN IMMUNITY

The Town shall require its contractors and subcontractors performing work on the Project to provide insurance as set forth in this section. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than “excellent” by A.M. Best. The commercial general liability and automobile liability policies will name the City as an additional insured on a primary, non-contributing basis. All policies will include a waiver of subrogation applicable to the City. Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this section.

Commercial general liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile (owned, non-owned, hired)	\$1,000,000 single limits
Worker’s Compensation	\$ statutory limits

Subject to the limitations in Section 768.28, Florida Statutes, each party shall be liable for its own negligence, wrongful acts and omissions. Nothing contained in this provision or elsewhere in the Agreement shall be construed or interpreted as consent by any of the Parties to be sued by third parties, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time, which the parties agree applies to all claims whether in tort or in contract. This Agreement shall create no rights or claims whatsoever in any person other than a party herein. The terms of this paragraph shall survive termination or expiration of this Agreement.

SECTION 8. NOTICES

All notices, consents, approvals, and elections (collectively, “notices”) to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service. The effective date of any notice shall be the date of delivery of the notice if by messenger, courier services, or national overnight

delivery service (provided in each case a receipt is obtained), or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

(a) If to the Town at:

**Kirk Blouin, Town Manager
360 South County Road, P.O. Box 2029
Palm Beach, FL 33480**

With a copy to:

**Town Attorney, Joanne O'Connor
505 South Flagler Drive, Suite 1100
West Palm Beach, FL 33401**

(b) If to the City at:

**Jamie Brown, Interim City Manager
7 N. Dixie Hwy
Lake Worth Beach, FL 33460**

With a copy to:

**City Attorney, Glen Torcivia
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407**

SECTION 9. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce or interpret the Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

SECTION 10. AMENDMENTS

The terms of this Agreement may not be amended, supplemented, waived, or changed without the written approval of both Parties.

SECTION 11. ENTIRE CONTRACT

This Agreement states the entire understanding between the Parties relating to this Agreement, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

SECTION 12. 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 constraint, be construed more severely against either of the Parties.

SECTION 13. SEVERABILITY

If any term of this Agreement or the application thereof to any person or circumstances shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 14. SURVIVABILITY

Any provision of this Agreement which is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the expiration or earlier termination of this Agreement, shall survive the expiration or earlier termination of this Agreement.

SECTION 15. FILING

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

SECTION 16. WAIVER OF JURY TRIAL

THE PARTIES HERETO WAIVE TRIAL BY JURY IN CONNECTION WITH PROCEEDINGS OR COUNTERCLAIMS BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER IN CONNECTION WITH THIS AGREEMENT.

SECTION 17. ATTORNEY'S FEES

Each party shall be responsible for its own attorneys' fees and costs in relation to the enforcement or dispute of or in any way related to or arising from this Agreement at any level.

SECTION 18. ASSIGNMENT

This Agreement may not be assigned, in whole or in part, by either party at any time except in writing approved by both Parties. Such approval shall not be unreasonably withheld.

SECTION 19. WAIVER

The failure of either party to insist upon the other party's compliance with its obligations under this Agreement in any one or more instances shall not operate to release such other party from its duties to comply with such obligations in all other instances.

SECTION 20. DELEGATION

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of any municipal officers.

SECTION 21. COUNTERPARTS

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

ATTEST

APPROVED FOR LEGAL SUFFICENCY

Joanne O'Connor, Town Attorney

THE TOWN OF PALM BEACH

Danielle Moore, Mayor

ATTEST

APPROVED FOR LEGAL SUFFCENCY

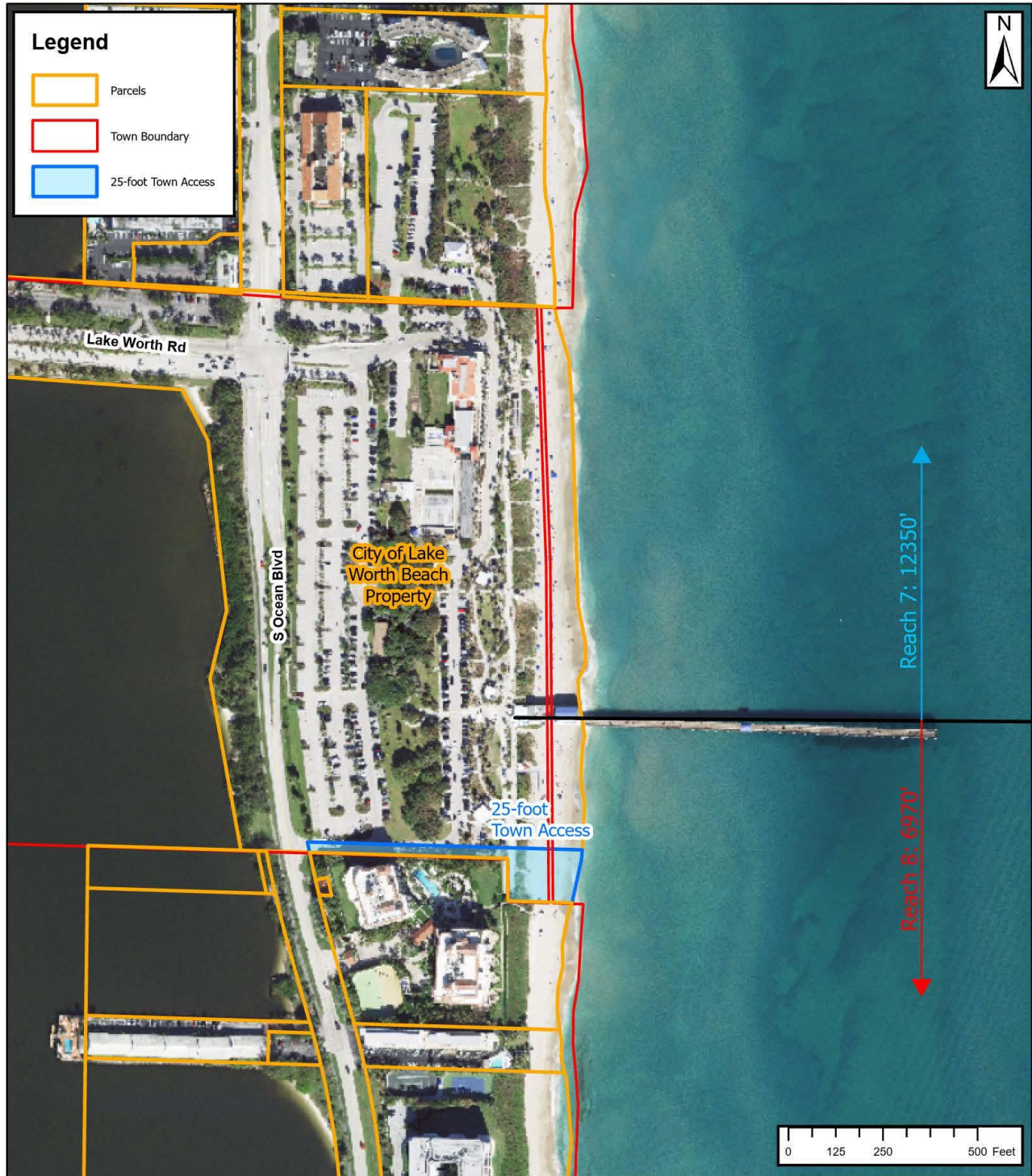
Glen Torcivia, City Attorney

THE CITY OF LAKE WORTH BEACH

Betty Resch, Mayor

#5851574 v1 13156-00008

EXHIBITS



Map Location:
Lake Worth Road & South Ocean Blvd

Map Description:
This map shows approximate locations of TOPB 25-foot beach access and approximate length of coastal reaches.



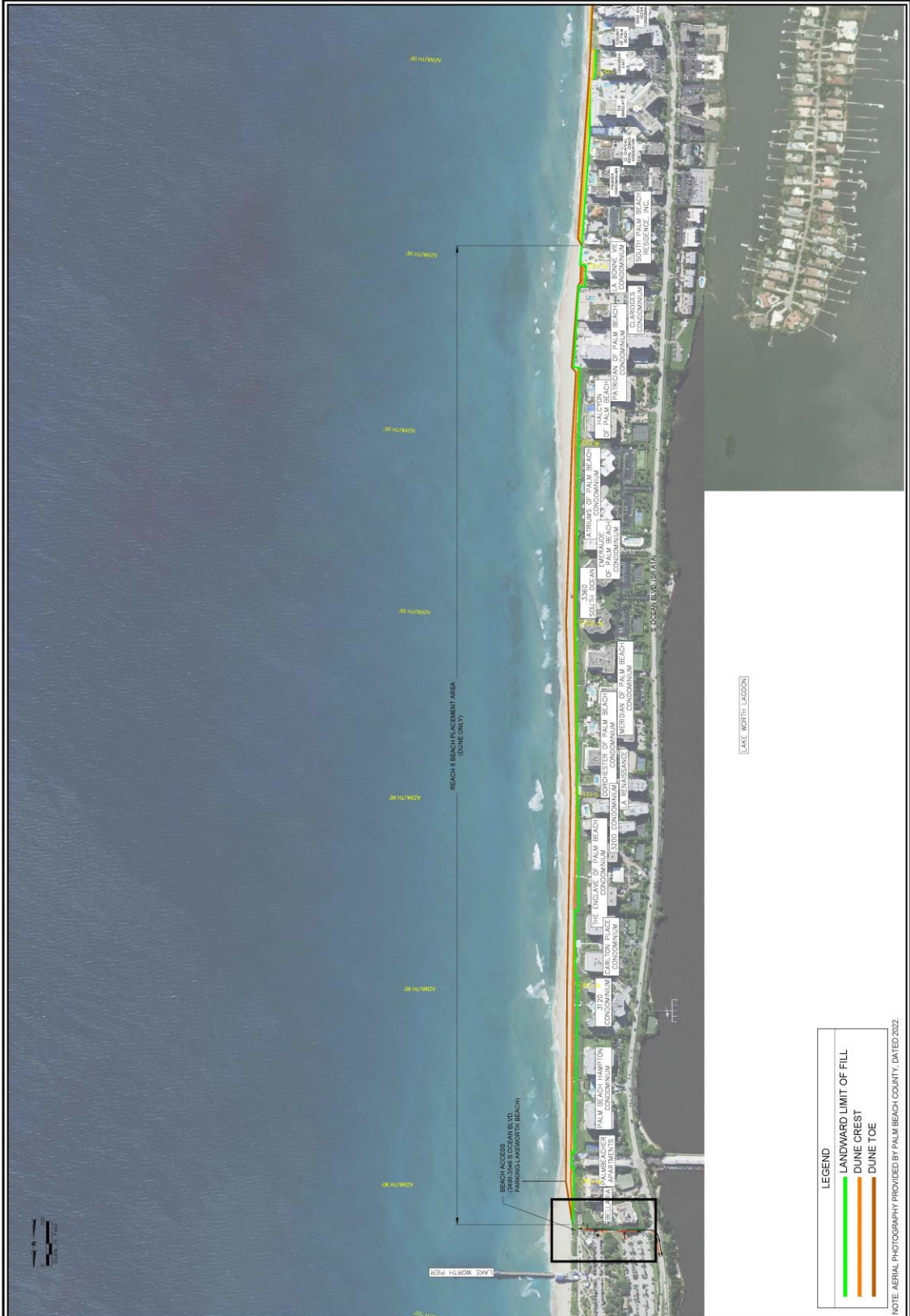
Lake Worth Beach Access & Coastal Reaches

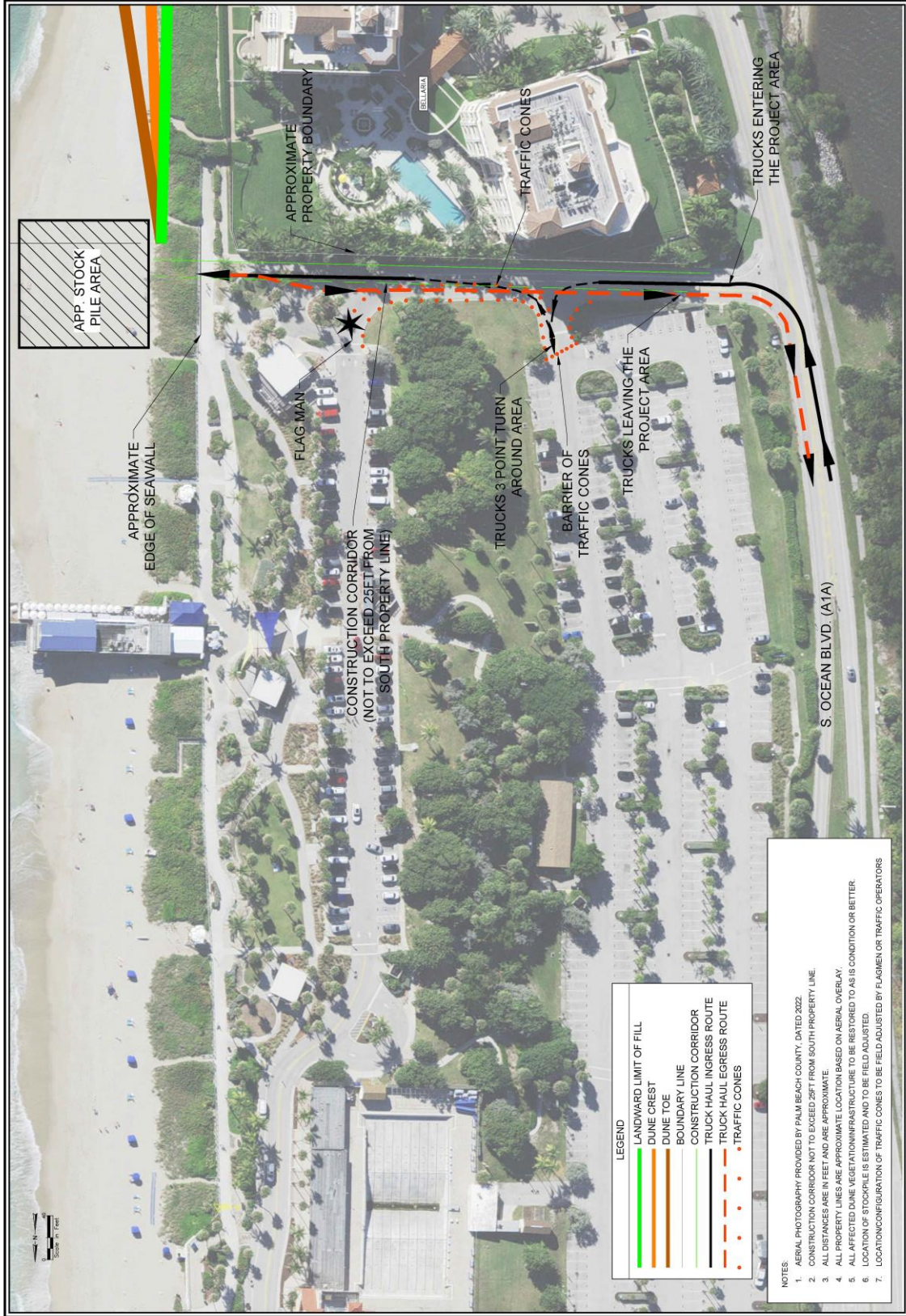
GIS Department

Sheet No.
1 of 1

Date 10/29/2024

Applied Technology & Management, Inc. 2050 Main Parkway, Suite 200 West Palm Beach, Florida 33411 (561) 859-0041 Certificate of Authorization #4069	Bid 2024-08 2024/25 Dune Restoration - Truck Haul Reach 8 Dune Restoration - Plan View Town of Palm Beach, Florida	DRAWING NUMBER 9 of 15
DESIGN: [] DATE: [] REVISION: [] JOB NUMBER: 24-1178 PROJECT: [] SHEET: [] OF []	ISSUE DATE: 06-12-2024 REVISION: [] JOB NUMBER: 24-1178 PROJECT: [] SHEET: [] OF []	REVISION: [] DATE: [] BY: [] CHECKED: [] DESCRIPTION: []
SIGNATURE: [] TITLE: [] PROJECT: []	SIGNATURE: [] TITLE: [] PROJECT: []	SIGNATURE: [] TITLE: [] PROJECT: []





LEGEND

[Green Line]	LANDWARD LIMIT OF FILL
[Orange Line]	DUNE CREST
[Yellow Line]	DUNE TOE
[Black Line]	BOUNDARY LINE
[Red Line]	CONSTRUCTION CORRIDOR
[Dashed Red Line]	TRUCK HAUL INGRESS ROUTE
[Dashed Red Line with Dots]	TRUCK HAUL EGRESS ROUTE
[Red Dot]	TRAFFIC CONES

- NOTES**
1. AERIAL PHOTOGRAPHY PROVIDED BY PALM BEACH COUNTY, DATED 2022.
 2. CONSTRUCTION CORRIDOR NOT TO EXCEED 25FT FROM SOUTH PROPERTY LINE.
 3. ALL DISTANCES ARE IN FEET AND ARE APPROXIMATE.
 4. ALL PROPERTY LINES ARE APPROXIMATE LOCATION BASED ON AERIAL OVERLAY.
 5. ALL AFFECTED DUNE VEGETATION INFRASTRUCTURE TO BE RESTORED TO AS IS CONDITION OR BETTER.
 6. LOCATION OF STOCKPILE IS ESTIMATED AND TO BE FIELD ADJUSTED.
 7. LOCATION/CONFIGURATION OF TRAFFIC CONES TO BE FIELD ADJUSTED BY FLAGMEN OR TRAFFIC OPERATORS.