

**FIRST AMENDMENT TO  
INTERLOCAL AGREEMENT  
BETWEEN  
PALM BEACH COUNTY  
AND THE  
TOWN OF PALM BEACH**

**THIS AMENDMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida (the “COUNTY”), and the TOWN OF PALM BEACH, 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 (hereinafter referred to collectively as the “parties”).

**WITNESSETH:**

**WHEREAS**, on August 16, 2016, the parties entered into an Interlocal Agreement (R2016-0999) recorded at ORB 30109, Page 1968, (“Interlocal Agreement”) concerning the operation and maintenance of the Lake Worth Inlet Sand Transfer Plant; and

**WHEREAS**, the parties find and declare that it is in the public’s best interest to amend the Interlocal Agreement as set forth herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the parties do agree to amend the Interlocal Agreement as follows:

1. Section 3, FUNDING, shall be replaced with the following:

FUNDING: The Parties agree that the COUNTY shall be responsible for all operation costs, including administrative costs. Administrative costs include, but are not limited to, salaries and wages, FICA, retirement contributions, life and health insurance, workers’ compensation, uniform rental, casualty self-insurance premiums, non-motor pool vehicle rental, and motor pool vehicle repair and maintenance. The COUNTY shall also be responsible for all maintenance and unanticipated repair costs up to \$20,000 annually, as more particularly described in this Agreement. The TOWN shall be responsible for all repair and maintenance costs associated with the PROJECT that exceed the COUNTY’S annual \$20,000 cap, as more particularly described in this Agreement. The COUNTY shall deduct all expenses associated with the operation, administration, repair, and maintenance of the sand transfer plant from the COUNTY’S funding share of the Midtown Beach Nourishment Project.

2. Section 3.A, entitled TOWN Obligations, of the Interlocal Agreement is replaced with the following:

A. COUNTY Obligations.

(1) The COUNTY shall operate the Lake Worth Inlet Sand Transfer Plant as provided herein.

(2) The COUNTY shall provide the TOWN'S Representative with quarterly reports of the progress and status of the Lake Worth Inlet Sand Transfer Plant operations and weekly dredge reports which include pumping hours, estimated cubic yards of sand bypassed, and other relevant information.

(3) If at any time the Sand Transfer Plant is rendered inoperable or in need of repair or improvement for any reason, the COUNTY shall advise the TOWN Representative as soon as possible.

(4) The COUNTY shall notify the TOWN's Representative of any plans to perform repairs and maintenance to the Sand Transfer Plant in the event such repairs and maintenance will require the COUNTY to cease operation of the plant for a period of time in excess of forty-eight (48) hours.

(5) By March 1 of each year, the COUNTY shall notify the TOWN'S Representative of any anticipated repairs for the next budget cycle.

(6) The COUNTY shall be responsible for maintenance and unanticipated repair costs up to a cumulative total of \$20,000.00 annually. Any expenditure above that amount shall be the responsibility of the TOWN.

(7) The COUNTY may perform necessary repairs and maintenance to the Sand Transfer Plant in excess of the cumulative total of \$20,000 annually upon prior written approval by the TOWN. The TOWN shall reimburse the COUNTY for all expenses associated with those repairs and maintenance costs.

(8) Notwithstanding any provision herein, the COUNTY'S obligation to perform under this Agreement is contingent upon an appropriation by its Board of County Commissioners within its annual fiscal year budget. The COUNTY, however, agrees to make a good faith effort to allocate sufficient funding.

3. Section 3.B, entitled COUNTY Obligations, of the Interlocal Agreement is replaced with the following:

B. TOWN Obligations.

(1) The TOWN shall be responsible for all anticipated repairs identified by the COUNTY and shall make a good faith effort to allocate sufficient funding to facilitate the anticipated repairs identified by the COUNTY into the following year's budget.

(2) The TOWN shall perform all repairs and maintenance to the Sand Transfer Plant in excess of the COUNTY'S cumulative annual \$20,000 cap and shall be solely responsible for funding such work.

(3) Should the TOWN request the COUNTY perform necessary repairs and maintenance to the Sand Transfer Plant in excess of the cumulative annual total of \$20,000, the TOWN shall provide prior written approval to the COUNTY and shall reimburse the COUNTY for those repair or maintenance costs.

(4) The TOWN shall provide the COUNTY's Representative with copies of all applicable permits. To the greatest extent possible, the above documents shall be in both digital and hardcopy format.

4. Section 5, entitled NOTICES, of the Interlocal Agreement is amended as follows, deleting:

with a copy to:

County Attorney's Office  
ERM Attorney  
Palm Beach County  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

with a copy to:

Town Attorney  
Town of Palm Beach  
Post Office Box 2029  
Palm Beach, FL 33480

5. Paragraph 10, entitled INSURANCE, is hereby deleted in its entirety and replaced with the following:

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Town represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If the TOWN is not self-insured, the TOWN shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should the TOWN purchase excess liability coverage, the TOWN agrees to include the COUNTY as an Additional Insured.

The TOWN agrees, at its sole expense, to purchase and maintain in full force and effect at all times during the life of this agreement, property insurance with replacement cost limits adequate for all property and assets associated with this agreement.

The TOWN agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should the TOWN contract with a third-party (Contractor) to perform any service related to the Agreement, the TOWN shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include the TOWN and the COUNTY as Additional Insureds. The TOWN shall also require that the Contractor include a Waiver of Subrogation against the COUNTY.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the TOWN shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the TOWN of its liability and obligations under this Agreement.

6. Except as amended herein, all other terms and conditions of the Interlocal Agreement shall remain unchanged and in full force and effect.

**IN WITNESS WHEREOF**, the County of Palm Beach, Florida has caused this Amendment 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 Palm Beach has caused this Amendment 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 written above.

TOWN OF PALM BEACH, FLORIDA

PALM BEACH COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

By: \_\_\_\_\_  
Gail L. Coniglio, Mayor

By: \_\_\_\_\_  
Mack Bernard, Mayor

ATTEST:

ATTEST:  
Sharon R. Bock, Clerk and Comptroller

By: \_\_\_\_\_  
Town Clerk

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

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

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

(SEAL)

(SEAL)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Town Attorney

By: \_\_\_\_\_  
Assistant County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

By: \_\_\_\_\_  
Deborah Drum, Director  
Environmental Resources Management