

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration


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D. Albrey Arrington, Ph.D., Executive Director

## MEMORANDUM

TO: GOVERNING BOARD  
FROM: D. ALBREY ARRINGTON, Ph.D.   
DATE: APRIL 7, 2015  
SUBJECT: NEIGHBORHOOD SEWERING – JUPITER INLET COLONY

On March 21, 2014 the LRD Governing Board approved the Interlocal Agreement Between Jupiter Inlet Colony, the Loxahatchee River Environmental Control District, and the Village of Tequesta for Joint Participation And Project Funding of the Jupiter Inlet Colony Neighborhood Rehabilitation. The Interlocal Agreement was fully executed by Jupiter Inlet Colony and the Village of Tequesta in April, 2014.

Jupiter Inlet Colony has proposed moving the lift station from Como Park to 50 Colony Road to address concerns of their residents. The proposed lift station location has been reviewed by engineers and found to be suitable. Jupiter Inlet Colony has now purchased 50 Colony Road.

Because the Interlocal Agreement specifically identified the location for the lift station installation, it is necessary to revise the Interlocal Agreement to allow installation of the lift station at 50 Colony Road as requested by Jupiter Inlet Colony. While making the lift station location revision, I have also worked with Mayor Comerford to address some other minor revisions warranted now that we are further along in the process. Therefore, on the following pages you will find an amended and restated Interlocal Agreement. All changes are shown as red-lined markup.

Mr. Shenkman has reviewed the amended and restated Interlocal Agreement, and found it to be legally sufficient.

The Jupiter Inlet Colony Commission will consider this matter at their April 13, 2015 meeting.

Therefore, the following motion is recommended for approval:

**“THAT THE GOVERNING BOARD authorize the Board Chairman to execute the Amended and Restated Interlocal Agreement Between Jupiter Inlet Colony, the Loxahatchee River Environmental Control District, and the Village of Tequesta for Joint Participation And Project Funding of the Jupiter Inlet Colony Neighborhood Rehabilitation.”**

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Gordon M. Boggie  
Board Member

Dr. Matt H. Rostock  
Board Member

Stephen B. Rockoff  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

**AMENDED AND RESTATED**  
**INTERLOCAL AGREEMENT BETWEEN JUPITER INLET COLONY, FLORIDA**  
**AND**  
**THE LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT**  
**AND**  
**THE VILLAGE OF TEQUESTA**  
**FOR JOINT PARTICIPATION AND PROJECT FUNDING OF THE**  
**JUPITER INLET COLONY NEIGHBORHOOD REHABILITATION**

**THIS AMENDED AND RESTATED Interlocal Agreement**, (hereinafter “Agreement”), is made as of the \_\_\_\_\_ (date) by and among Jupiter Inlet Colony, a political subdivision of the State of Florida, (hereinafter “TOWN”), the Loxahatchee River Environmental Control District, a special district independent governmental entity existing under the laws of Florida, (hereinafter “DISTRICT”), and the Village of Tequesta, a political subdivision of the State of Florida, (hereinafter “VILLAGE”), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS**, the Loxahatchee River is a Federally designated wild and scenic River protected by Federal law, State law, and local law.

**WHEREAS**, the Jupiter Inlet Colony is a municipal corporation existing under the laws of the State of Florida.

**WHEREAS**, the Loxahatchee River Environmental Control District is a multicounty, independent special district of the State of Florida created by chapter 71-822, Laws of Florida, with a general objective of preserving and protecting environmental health and public health throughout the Loxahatchee River watershed.

**WHEREAS**, the Village of Tequesta is the provider of potable water to the Town.

**WHEREAS**, neighborhood sewerage is an important component of the comprehensive approach needed to address river water quality, ground water quality, and the health of the community and natural resources in the Loxahatchee River Watershed.

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

Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

Section 2. Project and Work to be Completed by the DISTRICT:

DISTRICT shall provide design, permitting, construction and administrative services to the Jupiter Inlet Colony Neighborhood Rehabilitation Project (“PROJECT”), which will include (a) construction of a gravity sewer system including one on-site lift station, (b) replacement of the

## Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement

existing potable water system, (c) rehabilitation of and improvements to the existing stormwater system, ~~and~~ (d) road restoration, and (e) reconfiguration of the entry road. The PROJECT will be more specifically described in a forthcoming set of Bid Documents.

### Section 3. Project Scope:

A. GRAVITY SEWER SYSTEM. The parties agree that Jupiter Inlet Colony shall have a gravity sewer system constructed to serve the community, although a low pressure sewer system will be used to serve the Jupiter Inlet Beach Club. Initially, sewer system costs, including all expenses necessary or incident to completion of the sewer system installation (e.g., engineering design, permitting, engineering services during construction, construction, testing, and specifically including restoration), will be borne by the Loxahatchee River District. Ultimately, 90% of these costs will be recovered via a special assessment paid by affected property owners or Jupiter Inlet Colony (see Section 5 below).

B. POTABLE WATER SYSTEM. The parties agree that the Village of Tequesta will replace existing potable water mains in Jupiter Inlet Colony as part of the sewer project. The cost of replacing the potable water infrastructure, including all expenses necessary or incident to completion of the potable water rehabilitation (e.g., engineering design, permitting, engineering services during construction, construction, testing, and specifically not including restoration), will be borne by the Village of Tequesta.

C. STORMWATER SYSTEM. The parties agree that Jupiter Inlet Colony will improve the existing stormwater system in Jupiter Inlet Colony, including addition of a two (2) foot wide concrete valley gutter on each side of the road, as part of the ~~sewering p~~Project. The cost of improving the stormwater infrastructure, including all expenses necessary or incident to completion of the stormwater system improvements (e.g., engineering design, permitting, engineering services during construction, construction, testing, and specifically not including restoration), will be borne by Jupiter Inlet Colony. However, the parties acknowledge that an exfiltration trench shall be constructed for disposal of dewatering of the site for sewer system construction, in accordance with the engineering documents and financial terms otherwise set forth in this agreement, and that the exfiltration trench will be left in place to provide future stormwater drainage for the Town.

D. ROAD IMPROVEMENTS. The parties agree that the existing road will be restored to a uniform ~~1820~~ foot width as part of the restoration activities listed in Section 3A. Furthermore, the parties agree that the existing entry way (i.e., Colony Road from Beach Road to Ocean Drive including 1 Colony Road) will be reconfigured at the TOWN's sole expense.

### Section 4. Responsibilities and Duties:

A. DISTRICT shall execute a single Engineering Services Contract with ARCADIS U.S., Inc. The scope of this contract shall be mutually agreeable to the District, Town, and Village, and shall encompass the full Project scope. TOWN and VILLAGE will use their best efforts to provide written approval of, or suggested revisions to, the Engineering Services Contract within

## Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement

thirty (30) days of receipt of all required documents. Approval shall not be unreasonably withheld. The Engineering Services Contract shall include Plans and Contract Documents for the Project construction and/or rehabilitation of gravity sewer, potable water, stormwater, and road work, and shall specify costs for District, Town, and Village. ~~The Engineering Services Contract shall remain below CCNA thresholds for continuing contracts.~~

B. DISTRICT shall produce Bid Documents based upon the Plans and Contract Documents from the Engineering Services Contract, which shall encompass the full project scope. The DISTRICT's standard 'front end' bid documents have been reviewed and approved by TOWN and VILLAGE, and are attached as Exhibit A.

C. DISTRICT shall execute a single Construction Contract with the lowest responsive, responsible bidder pursuant to the District's Procurement Policy. The Construction Contract shall provide liquidated damages for late completion.

D. DISTRICT shall administer, construct, and inspect the Project in accordance with the Bid Documents.

E. Costs shall be based upon actual contract costs using contract unit prices, actual constructed quantities, and/or equitable pro rata distribution of such costs (e.g., for general conditions, mobilization, maintenance of traffic, etc). Equitable pro rata distribution shall mean 50% District; 35% Village; 15% Town unless otherwise agreed to in writing. Quantities will be measured by the DISTRICT with concurrence by the TOWN and/or VILLAGE.

F. TOWN shall reimburse DISTRICT any costs attributable to the stormwater system improvements in accordance with Sections 4E and 6. TOWN shall reimburse DISTRICT any costs attributable to reconfiguration of the entry way. VILLAGE shall reimburse DISTRICT any costs attributable to potable water rehabilitation in accordance with Sections 4E and 6.

G. DISTRICT shall require the contractor to provide a Public Construction Bond in an amount equal to 110% of the contractor's bid for the Project and the Work.

H. DISTRICT shall obtain written approval from the TOWN and/or VILLAGE in advance of any change orders that increase the cost attributable to the TOWN's and/or VILLAGE's Work to an amount greater than specified in the contracted amount. Approval shall not be unreasonably withheld. The TOWN and/or VILLAGE shall be responsible for change order costs including any costs associated with the TOWN'S and/or VILLAGE'S failure to approve change orders in a timely manner.

I. TOWN and VILLAGE shall make provision for independent inspection of all work related to their infrastructure prior to Engineer's Certification of Completion, if such inspection is desired by TOWN or VILLAGE.

J. Upon receipt of Engineer's Certification of Completion,

## Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement

- 1) DISTRICT shall commence the one (1) year Maintenance Bond period;
- 2) DISTRICT shall issue a Bill of Sale for potable water system, and VILLAGE shall accept ownership and operation of potable water system;
- 3) DISTRICT issues Bill of Sale for stormwater system, and TOWN shall accept ownership and operation of stormwater system;
- 4) DISTRICT shall accept ownership and operation of wastewater system; and
- 5) DISTRICT will retain responsibility to repair potable water, stormwater, and wastewater system defects due to materials or workmanship throughout the one (1) year Maintenance Bond period.

J. DISTRICT shall require the contractor to provide a Maintenance Bond in the amount equal to 50% of the contract price guaranteeing the repair of all damages due to improper materials or workmanship for a period of one (1) year after the acceptance of the Work by the District.

K. At the end of the one (1) year Maintenance Bond period all responsibility for repair and maintenance shall automatically be transferred to system owner.

### Section 5. Planning and Implementation

A. The TOWN's approval of this Agreement shall constitute final approval of extension of the sewer system within the corporate limits of Jupiter Inlet Colony, meeting the requirements of Jupiter Inlet Colony Code of Ordinances and applicable rules and regulations of TOWN. This final approval is for the sewer lines and appurtenances in the public highways.

B. TOWN agrees to modify their comprehensive plan to allow sewers consistent with this agreement.

C. DISTRICT will submit plans and meet informally with TOWN Building Department staff on construction plans and reply to reasonable requests. TOWN will issue the permit(s).

D. ~~Based upon the Preliminary Engineering Report dated November 2013, and specifically sheet D3,~~ TOWN approves the placement of one (1) lift station within TOWN's property at Parcel C (Como Park), and 50 Colony Road (Parcel # 32434031010000500). TOWN agrees to pay additional engineering fees required to relocate the lift station from Parcel C (Como Park) to 50 Colony Road. DISTRICT agrees to include a backup generator and real time communication system in the lift station design. DISTRICT will seek to use alternative communications technology (e.g., telephone, wifi) to minimize aesthetic impacts to neighboring properties.

E. No special exception public hearing or site plan review will be needed for the sewer system in Jupiter Inlet Colony.

## Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement

F. TOWN and VILLAGE will employ their best faith efforts, in conjunction with DISTRICT's effort, to avoid unusually restrictive and unnecessarily expensive permit conditions (e.g., dewatering permit).

G. TOWN will aid in securing the cooperation of the Beach Club and owners of vacant parcels within TOWN so that during the construction Project the contractor may use a portion of these areas for storage of equipment and materials.

H. TOWN grants DISTRICT permission to use TOWN Stormwater Utility infrastructure, including drainage inlets and lines to facilitate dewatering during construction, which use may be limited by the TOWN if the dewatering would overload Stormwater Utility infrastructure during severe storm and weather conditions. DISTRICT shall obtain all applicable permits necessary to utilize the Town's stormwater infrastructure for dewatering activities and shall be responsible for any environmental damages caused by the use of the Town's stormwater infrastructure for dewatering activities.

I. DISTRICT will require all contractors to conduct their work in accordance with the District's Construction Standards and Technical Specifications provided such specifications are not in conflict with this Agreement. For work on the potable water system, contractors will be required to conduct work in accordance with the VILLAGE's Construction Standards provided such specifications are not in conflict with this Agreement. For work on the stormwater system, contractors will be required to conduct work in accordance with the TOWN's' Construction Standards provided such specifications are not in conflict with this Agreement.

J. DISTRICT will provide construction information materials to homeowners prior to start of construction. This will include details of construction, homeowner, contractor and DISTRICT responsibilities and liabilities, and a projected timetable for construction.

K. DISTRICT will hold a preconstruction meeting and periodic progress meetings as may be needed.

L. DISTRICT will provide property owners with the choice of the location of their connection point.

M. Construction will be permitted within the TOWN Monday through Saturday, 8:00 A.M. to 6:00 P.M. Construction is not permitted on Sunday or legal holidays unless approved in writing by the TOWN. Dewatering will be permitted to occur 24 hours per day 7 days per week.

N. DISTRICT will make all reasonable efforts to begin construction in ~~April~~July, 2015.

O. DISTRICT's laboratory staff will conduct dewatering turbidity monitoring during non-holiday weekdays to minimize costs.

P. DISTRICT will have the Contractor restore drives, mailboxes, sod, sprinkler systems, and other improvements that are damaged during construction. However, the DISTRICT will not be

## Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement

responsible to replace personal items or specimen landscape materials in the right-of-way. TOWN shall be responsible to restore drives outside of the right-of-way for all reasons other than contractor negligence.

Q. TOWN grants DISTRICT the Permanent Easement(s) and Temporary Construction Easement(s), the legal descriptions of which are in Exhibit B attached hereto and made a part hereof. The TOWN shall provide the fully signed Permanent Easement(s) and Temporary Construction Easement(s) in recordable form to the DISTRICT within thirty (30) days of the signing of this Agreement.

### Section 6. Payments/Invoicing and Reimbursement

The DISTRICT will invoice the TOWN and/or VILLAGE on a periodic basis during construction of the Project. The TOWN and VILLAGE agree to provide to DISTRICT reimbursement funding for documented costs for the Project pursuant to cost responsibilities established in Sections [3](#) and [4](#). Upon DISTRICT'S submission of acceptable documents needed to substantiate their costs for the Project, TOWN and/or VILLAGE will use their best efforts to provide said funds to DISTRICT on a reimbursement basis within thirty (30) days of receipt of all required documents. DISTRICT shall submit all invoices to the TOWN and/or VILLAGE identifying the work completed, including DISTRICT'S total expenditure for the Project, and identifying the amount attributable to the work completed based upon the executed Construction Contract. DISTRICT shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary by the TOWN and/or VILLAGE within fourteen (14) calendar days of request by the TOWN and/or VILLAGE. Invoices received from DISTRICT will be reviewed and approved by the TOWN and/or VILLAGE to insure that expenditures have been made in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following approval.

The Project will be administered by the DISTRICT. Only those costs incurred by the DISTRICT relating to the Project are eligible for reimbursement by the TOWN and/or VILLAGE pursuant to the terms and conditions hereof. In the event the DISTRICT ceases or suspends the Project for any reason, the TOWN and/or VILLAGE will reimburse the DISTRICT for the work completed for the Project; provided, DISTRICT shall cease or suspend the Project only in the event of an act of God or some other unforeseen or catastrophic event.

### Section 7. Sewer Assessment:

A. DISTRICT will pay ten percent (10%) of the total cost of construction, reconstruction, restoration, labor, materials, acquisition of property rights, surveys, design, engineering and legal fees, administrative expenses, and all other expenses necessary or incidental to completion of gravity sewer installation, including reconstruction and restoration of the TOWN'S road and existing swales. The remaining ninety percent (90%) will be the "Assessment" to the property owners in the Town in accordance with District Rule 31-11. Notwithstanding, engineering costs to relocate the lift station from Parcel C to 50 Colony Road, and all costs necessary to reconfigure the entry way shall be at the TOWN's sole expense.

## **Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

B. If the DISTRICT finances the Assessment, the combined assessment may be financed over 20 years at a rate not to exceed 6.875%. There will be no pre-payment penalty and no due-on-sale clause. The Assessment will be on the non ad valorem tax bill. However, TOWN may pay off the Assessment in full prior to DISTRICT certifying the Assessment to the County Tax Collector, in which case, TOWN in their sole discretion will determine Assessment finance terms for the affected properties.

C. The DISTRICT will provide a one-time credit in the amount of \$54,000.00 towards the assessment amount, at the time the DISTRICT Governing Board confirms the final Special Assessment Roll, in consideration of this Interlocal Agreement.

### Section 8. Credits, Grants, and Fees:

#### A. Credits

- 1) DISTRICT will provide a \$500 subsidy of the Regional Connection Charge for all properties with a building or structure having a certificate of occupancy prior to 1 April 1981. If necessary, DISTRICT will finance the remaining balance of the Regional Connection Charge for individual properties, for up to 3 years at 8.0% interest.
- 2) DISTRICT will provide free inspections of onsite sewer connections and will waive the septic disposal fee at the DISTRICT for final pumping of septic tanks during the one year connection period.
- 3) TOWN will waive the collection of any permit or license fee as established by the TOWN's Code of Ordinances in connection with sewer system construction, as TOWN's contribution to reduce the Assessment costs to affected property owners.
- 4) DISTRICT will deliver, without charging a delivery fee, the low pressure pumping unit and appurtenances necessary to serve the Beach Club.

B. DISTRICT has submitted a grant proposal, in the amount of \$600,000, to the Loxahatchee River Preservation Initiative for neighborhood sewerage of TOWN. If funded, grant proceeds will be evenly divided among assessed properties, and applied to the connection fee during the one year connection period. If not funded, the lack of funding will have no effect on the status of this agreement.

C. All residential TOWN sewer customers will pay the same quarterly rate that DISTRICT charges all other sewer customers as established in DISTRICT Rule 31-10.

### Section 9. Connection to Sewer:

A. Property owners will have 12 months to connect to the sewer system after the system has been declared available by the Health Department, in accordance with Florida Statutes.

### Section 10. Definitions:



## **Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

“Restoration” is defined as the process of restoring a property back to pre-loss condition after sustaining damage due to neighborhood rehabilitation activities. For example, areas within the right-of-way that are damaged by the contractor will be restored to pre-project conditions.

“Rehabilitation” is defined as the process of returning an asset (e.g., pipe, valve) to a state of utility, through repair or alteration, so that the asset is suitable for contemporary use. For example, a segment of stormwater pipe was rehabilitated using a cured in place liner.

### **Section 11. Access and Audits:**

TOWN, VILLAGE and DISTRICT shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Project, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The TOWN, VILLAGE and DISTRICT shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Project. In the event any work is subcontracted by TOWN and/or VILLAGE, TOWN and/or VILLAGE shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

### **Section 12. Independent Contractor:**

TOWN, VILLAGE and the DISTRICT are and shall be, in the performance of all work, services and activities under this Agreement, Independent Contractors and not employees, agents or servants of the other party. All TOWN and/or VILLAGE employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to TOWN and/or VILLAGE sole direction, supervision, and control. All DISTRICT employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to DISTRICT's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

The relationship between the parties, and their duties to each other, are as set forth in this Agreement. No party has the power or authority to bind any other party to any promise or representation, except as set forth in this Agreement, as executed or amended.

### **Section 13. Personnel:**

DISTRICT has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the TOWN and/or VILLAGE. All of the services required herein under shall be performed by DISTRICT or its contractor, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. All of DISTRICT'S personnel, Contractors and all subcontractors while

## **Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

on DISTRICT premises will conduct themselves in an acceptable manner and follow acceptable safety and security procedures.

### **Section 14. Further Litigation and Legal Challenges**

The parties to the Agreement agree to dismiss pending litigation and not initiate new legal challenges related to this sewer project, except that the parties reserve their legal rights to enforce the terms of this Agreement. All parties agree not to pursue future personal litigation against any persons involved in and arising out of the pending litigation. The Parties also agree to actively participate in the joint defense of this Agreement, if there is a third party legal challenge to its terms. In addition, no party will seek reimbursement in court from any party to this Agreement for attorney's fees or costs associated with the joint defense of this Agreement; however, all parties may seek fees or costs from third parties as otherwise provided by law.

### **Section 15. Indemnification:**

The TOWN, VILLAGE and DISTRICT recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the TOWN, VILLAGE and DISTRICT shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the TOWN, VILLAGE and/or DISTRICT'S negligence in connection with the Project and the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by the TOWN, VILLAGE or DISTRICT to indemnify each other for willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.

### **Section 16. Annual Appropriation:**

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the TOWN, VILLAGE or the DISTRICT are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated. However, once the Project has been awarded to the DISTRICT contractor, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that the sufficient funds are not available for the construction of the Project.

### **Section 17. Breach and Opportunity to Cure:**

The parties expressly covenant and agree that in the event any party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

### **Section 18. Enforcement Costs:**

## **Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

### **Section 19. Notice:**

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the DISTRICT shall be sent to:

D. Albrey Arrington, Ph.D., Executive Director  
Loxahatchee River Environmental Control District  
2500 Jupiter Park Drive  
Jupiter, FL 33458

All notice to the TOWN shall be sent to:

Mayor Daniel J. Comerford, III  
Town of Jupiter Inlet Colony  
1 Colony Road  
Jupiter Inlet Colony, FL 33469

All notice to the VILLAGE shall be sent to:

Michael R. Couzzo, Jr., Village Manager  
Village of Tequesta  
345 Tequesta Drive  
Tequesta, FL 33469

### **Section 20. 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 formality and equality of dignity herewith.

### **Section 21. Remedies:**

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. 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.

### **Section 22. No Waiver:**

Any waiver by any Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a

## **Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

waiver with respect to any subsequent default or other matter.

### **Section 23. 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 strictly against one of the parties than the other.

### **Section 24. Equal Opportunity:**

TOWN, VILLAGE and DISTRICT agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, and familial status, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. DISTRICT will ensure that all contracts let for the Project pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

### **Section 25. Execution:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

### **Section 26. Recording:**

A copy of this Agreement shall be recorded with the Palm Beach County Clerk of Court.

### **Section 27. Termination:**

This Agreement may be terminated by any party to this Agreement upon sixty (60) days written notice to the other party, except as otherwise addressed in this Agreement. However, once the Construction Contract (Section 4C) has been executed by the DISTRICT Governing Board, the Construction Contract shall be prosecuted to completion and this Agreement shall be binding upon the parties and no party shall have the right to terminate the subject Agreement.

### **Section 28. Public Entity Crime Certification:**

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, DISTRICT shall have its contractors certify that their affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a).

### **Section 29. Severability:**

## **Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

### Section 30. Entirety of Agreement:

TOWN, VILLAGE and DISTRICT agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

### Section 31. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this Agreement or the completion of the Project, shall survive such termination or Project completion and inure to the benefit of the Parties.

### Section 32. Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by all parties.

**Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

**IN WITNESS WHEREOF**, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

JUPITER INLET COLONY  
BY ITS  
TOWN COUNCIL

LOXAHATCHEE RIVER DISTRICT  
BY ITS  
GOVERNING BOARD

\_\_\_\_\_  
Dr. Daniel Comerford, III., Mayor

\_\_\_\_\_  
~~Dr. Matt H. Rostock~~ Stephen B. Rockoff, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_  
TOWN CLERK

\_\_\_\_\_  
D. Albrey Arrington, PhD, Executive Director  
DISTRICT CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
William P. Doney, Esq.  
TOWN ATTORNEY

\_\_\_\_\_  
Curtis Shenkman, Esq.  
DISTRICT ATTORNEY

TOWN Date: \_\_\_\_\_, 20154

DISTRICT Date: \_\_\_\_\_, 20154

VILLAGE OF TEQUESTA  
BY ITS  
VILLAGE COUNCIL

\_\_\_\_\_  
Abby Brennan, Mayor

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK (DATE)

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
VILLAGE ATTORNEY

VILLAGE Date: \_\_\_\_\_, 20154

## **Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement**

Exhibit A:

The DISTRICT's standard 'front end' bid documents are incorporated herein by reference.

## Jupiter Inlet Colony Neighborhood Rehabilitation Interlocal Agreement

Exhibit B:

The Jupiter Inlet Colony authorizes use of the existing public roads, as dedicated on the Plat of Jupiter Inlet Beach Colony approved 13 December 1954, for the installation and maintenance of sewer system assets and appurtenances.

The Jupiter Inlet Colony authorizes use of approximately 1,200 square feet of the northwestern portion of 50 Colony Road (Parcel # 32434031010000500)~~Lot C (from flag pole planter to cedar tree), as dedicated on the Plat of Jupiter Inlet Beach Colony approved 13 December 1954~~, for the installation and maintenance of a sewer lift station and appurtenances.