

# Loxahatchee River District

Water Reclamation | Environmental Education | River Restoration

2500 Jupiter Park Drive, Jupiter, Florida 33458

Telephone (561) 747-5700 • Fax (561) 747-9929 • [www.loxahatcheeriver.org](http://www.loxahatcheeriver.org)



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

## MEMORANDUM

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

FROM: Clinton R. Yerkes  
Deputy Executive Director

DATE: July 14, 2016

SUBJECT: INTERLOCAL AGREEMENT WITH TOWN OF JUPITER  
ALT. A1A BRIDGE FORCE MAIN-Construction

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At the March, 2016 Regular Meeting the Governing Board authorized Hazen & Sawyer, serving as engineer for the Town of Jupiter and the District, to provide engineering services to include installation of a sewer force main along with the Town's water main on the Alt. A1A (Damon) Bridge.

The design is nearing completion and the Town is preparing to go to bid with both lines in the next 30 days, and receipt of bids in late August or September.

The draft Interlocal Agreement is presented this month for your information only. It is still under review by Town and District legal counsel but is a format that has been used and previously.

Upon receipt of acceptable bids the District would approve the Interlocal Agreement including the District's cost filled in for Item 3. The executed Agreement would be conveyed to the Town for their award of the contract and approval of the Interlocal Agreement.

The current construction estimate for this job is approximately \$850,000.00, although Hazen is reviewing some details resulting from a recent design change and will be able to provide a refinement prior to next week's Board Meeting.

V:/cip/proj/Alt A1A Bridge FM/JPA/Intro Board Memo

Stephen B. Rockoff  
Board Member

Dr. Matt H. Rostock  
Board Member

Gordon M. Boggie  
Chairman

Harvey M. Silverman  
Board Member

James D. Snyder  
Board Member

**INTERLOCAL AGREEMENT BETWEEN THE  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
AND  
THE TOWN OF JUPITER  
FOR  
THE JOINT PROJECT PARTICIPATION IN THE ALTERNATE A1A-DAMON BRIDGE  
WATER MAIN AND FORCE MAIN PROJECT**

THIS AGREEMENT, hereinafter referred to as the AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT, hereinafter referred to as "LRECD", and the TOWN OF JUPITER, hereinafter referred to as the "TOWN".

WITNESSETH:

WHEREAS, the LRECD and TOWN are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their power by enabling them to cooperate with other agencies on a basis of mutual advantage; and

WHEREAS, the TOWN has cause to prepare plans and specifications for the Alternate A1A-Damon Bridge Water Main and Force Main Project, herein referred to as the PROJECT; and

WHEREAS, a portion of this work is related to new LRECD infrastructure including a 16" sewer force main and other appurtenances; and

WHEREAS, TOWN has anticipated the necessity to make certain utility adjustments as part of the PROJECT, which include LRECD infrastructure, and

WHEREAS, the LRECD and TOWN declare that it is in the public's interest to make these necessary utility adjustments as part of the TOWN PROJECT and under one contract;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the TOWN and LRECD do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.
2. The TOWN agrees to perform the following LRECD work:
  - A. Incorporate into the TOWN PROJECT engineering design prepared by Hazen & Sawyer, Inc. under a separate contract with LRECD: including design, permitting, and bidding for the PROJECT.

B. Select and enter into a contract with the lowest responsive, responsible bidder for the PROJECT, according to the TOWN'S procurement procedures. TOWN shall provide LRECD with the bid results and recommendation for review and consent within 5 work days after receipt of bids.

3. LRECD agrees to reimburse the TOWN for the LRECD WORK in the amount of \$\_\_\_\_\_, calculated as shown in Attachment "A" of this document. LRECD shall have 30 days after receipt of the TOWN's reimbursement invoice to submit payment to the TOWN.
4. The parties agree to budget sufficient funds for the PROJECT. However, once the construction contract has commenced, it shall be prosecuted to completion and the AGREEMENT shall be binding upon the parties and neither party shall have the right to terminate the subject AGREEMENT for the reason that sufficient funds are not available for the construction project.
5. TOWN shall indemnify, defend, and hold harmless the LRECD against any actions, claims, or damages arising out of TOWN'S negligence in connection with this AGREEMENT to the extent permitted by law. 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 agreement to indemnify the LRECD for the LRECD'S negligent acts or omissions.
6. The LRECD shall indemnify, defend, and hold harmless the TOWN against any actions, claims, or damages arising out of LRECD'S negligence in connection with this AGREEMENT to the extent permitted by law. 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 agreement to indemnify the TOWN for the TOWN'S negligent acts or omissions.

7. MISCELLANEOUS PROVISIONS:

Notices. All notices, requests, consents and other communications required or permitted under this AGREEMENT shall be in writing and shall be hand delivered by prepaid express overnight courier or messenger service, or mailed by registered or certified mail to the following addresses:

As to TOWN: Town of Jupiter Engineering Department  
Attn: Thomas V. Driscoll, P.E., Director of Engineering & Public Works  
210 Military Trail  
Jupiter, Florida 33458  
Phone: 561-741-2215  
Fax: 561-747-2515

As to LRECD: Loxahatchee River Environmental Control District

Attn: Clinton R. Yerkes, Deputy Executive Director  
2500 Jupiter Park Drive  
Jupiter, Florida 33458  
Phone: 561-747-5700  
Fax: 561-747-9929

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

8. This AGREEMENT shall be construed by and governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the AGREEMENT shall be held in Palm Beach County, Florida.
9. No remedy herein conferred upon any party is intended to be exclusive of any 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.
10. This AGREEMENT constitutes the entire contract between the parties hereto and supersedes all prior understandings if any. There are no other oral or written promises, conditions, representations, understandings or term of any kind as conditions of inducement to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties or agreement shall not be valid and binding upon the parties unless they are in writing and signed by both parties and executed in the same manner of the AGREEMENT.
11. In the event any terms or provisions of the AGREEMENT shall be held invalid, such invalid terms or provisions shall not affect the validity of any other term or provision hereof and all other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid terms or provisions had never been a part of the AGREEMENT.
12. This AGREEMENT shall become effective upon its execution by the TOWN and LRECD.
13. This AGREEMENT may be terminated in writing by either party if construction has not commenced within twelve (12) months of execution of this AGREEMENT, by the respective parties.
14. SEVERABILITY

Should any part, term or provision of this AGREEMENT be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

ATTEST

TOWN OF JUPITER

By: \_\_\_\_\_  
Sally M. Boylan, Town Clerk

By: \_\_\_\_\_  
Todd Wodraska, Mayor

TOWN SEAL

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Thomas J. Baird, Town Attorney

ATTEST

LOXAHATCHEE RIVER  
ENVIRONMENTAL CONTROL DISTRICT

By: \_\_\_\_\_  
Clinton R. Yerkes  
Deputy Executive Director

By: \_\_\_\_\_  
D. Albrey Arrington, Ph.D.  
Executive Director

DISTRICT SEAL

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Curtis L. Shenkman, District Attorney