

**AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH POLICE DEPARTMENT, FLORIDA, HEREIN REFERRED TO AS “RBPD” AND PORT OF PALM BEACH OF PALM BEACH DISTRICT, FLORIDA, HEREIN REFERRED TO AS “PORT”.**

**WHEREAS**, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the U.S. Department of Homeland Security, through the Federal Emergency Management Agency, awarded \$1,000,000 to the PORT from the FY2016 Port Security Grant Program (Award #EMW-2016-PU-00572); and

**WHEREAS**, the PORT allotted \$171,397.50 in federal grant funds from the 2016 Port Security Grant Award, to provide technology, equipment and training, to support the Port’s protective measures as identified within the Facility Security Plan.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

**Article 1. Purpose**

This agreement delineates the responsibilities of the CITY OF RIVIERA BEACH POLICE DEPARTMENT (RBPD) for activities under FY2016 Port Security Grant Program (PSGP), which was made available by the U.S. Department of Homeland Security, through the Federal Emergency Management Agency.

**Article 2. Scope**

The provisions of this agreement apply to FY2016 Port Security Grant Program activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of a terrorist event.

No provisions of this agreement limit the activities of RBPD in performing local and state functions.

**Article 3. RIVIERA BEACH POLICE DEPARTMENT agrees to:**

- A. Provide a 25% cash match in the amount of \$57,132.50 in match funding for a total project cost of \$228,530.00.
- B. Comply with the FY2016 PSGP grant reporting requirements.
- C. Provide monthly or quarterly reimbursement requests to the PORT with supporting documentation (invoices, cancelled checks, etc.).
- D. Complete the project within the grant period and no later than the termination date set forth herein.
- E. Maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Agreement. The PORT shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the RBPD’s place of business.

**Article 4. Port of Palm Beach District agrees to:**

A. Reimburse RBPD an amount not to exceed \$171,397.50 for expenses associated with the FY2016 Port Security Grant Program.

B. Reimburse the RBPD within 30 days after receipt and verification of reimbursement request provided all supporting documentation is detailed and accurate.

**Article 5. Term of Agreement and Obligation to Pay**

The term of this agreement commences upon execution by the PORT and RBPD and terminates on June 30, 2019 unless otherwise extended upon the written agreement of each party.

**Article 6. Liability**

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, RBPD shall be responsible to the PORT for any actions, claims or damages arising out of RBPD negligence in connection with this Agreement, and PORT shall be responsible to RBPD for any actions, claims, or damages arising out of PORT's negligence in connection with the Agreement. The foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to either party.

**Article 7. Indemnification**

The RBPD recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the RBPD may possess and RBPD reserves all such rights as against any and all claims that may be brought under this Agreement.

The PORT recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the PORT may possess and PORT reserves all such rights as against any and all claims that may be brought under this Agreement.

**Article 8. Insurance**

The Parties will maintain the following insurance policies during the term of this Agreement:

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The PORT further agrees to provide the RBPD with a copy of said insurance certificate.

**Article 9. Non-Discrimination**

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**Article 10. Modifications of Work**

This Agreement or the Scope of Work may be modified or amended only by mutual written consent of the PORT and the RBPD.

**Article 11. Relationship of the Parties**

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

**Article 12. No Third Party Beneficiaries**

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

**Article 13. Notices**

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to RBPD to:  
Department's Office

With a copy to:  
Department's Office

If to PORT to: Manuel Almira  
Port of Palm Beach District  
One East 11<sup>th</sup> Street, Suite 400  
Riviera Beach, FL 33404

**Article 14. Severability**

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

**Article 15. Waiver and Delay**

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

**Article 16. Assignment; Binding Agreement**

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

**Article 17. Governing Law and Venue**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

**Article 18. Entirety of Contractual Agreement**

The RBPD and PORT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 10-Modifications of Work.

**Article 19. Termination**

This Agreement may be terminated without cause by either party to the Agreement upon thirty (30) days written notice to the other party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the last date all signatures below are affixed.

**PORT OF PALM BEACH, FLORIDA**

By: \_\_\_\_\_  
Manuel Almira, Executive Director

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

BY \_\_\_\_\_

**RIVIERA BEACH POLICE DEPARTMENT**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_