

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF RIVIERA BEACH
AND THE TOWN OF MANGONIA PARK
FOR FUNDING CANAL MAINTENANCE SERVICES**

THIS INTERLOCAL AGREEMENT is made this 19 day of August 2009, by and between the CITY OF RIVIERA BEACH (hereinafter referred to as "City"), and the TOWN OF MANGONIA PARK, (hereinafter referred to as "Town").

WITNESSETH:

WHEREAS, the Town of Mangonia Park and the City of Riviera Beach are adjoining municipalities; and

WHEREAS, the Town has a stormwater drainage outfall in the RC-2C Canal which is located within the corporate limits of Riviera Beach; and

WHEREAS, the City and the Town have an existing agreement established in 1989 allowing for 26.7 cubic feet per seconds ("cfs") or ten percent (10%) of the canal capacity to be discharged into the City's RC-2C Canal; and

WHEREAS, the agreement needs to be updated and replaced to allow 70 cfs or twenty percent (20%) of the canal capacity to be discharged into the RC-2C Canal; and

WHEREAS, the Town has agreed that twenty percent (20%) will represent the percentage of overall costs incurred by the Town for maintenance of the canal and its easement and any necessary capital improvement projects performed by the City.

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

1. Recitations. The recitations set forth above are hereby incorporated herein and made apart of this agreement.
2. Term. This agreement shall remain effective until such time that Mangonia Park no longer discharges stormwater into the RC-2C Canal or until mutually amended by both parties or terminated by either party with sixty (60) days written notice. The Effective Date of this agreement shall be that date on which the last party has executed this agreement.
3. City Responsibilities, Functions and Services.

- a. The City agrees to allow the Town to discharge no more than 70 cfs into the RC-2C canal. This represents approximately twenty percent (20%) of the total canal capacity for discharge.
- b. The City shall provide regularly scheduled maintenance of the RC-2C Canal which includes canal monitoring, canal easement mowing, canal cleaning and vegetation spraying.
- c. The City shall identify and implement any necessary capital improvements to the RC-2C Canal that may be required due to increased stage, water quality and/or permitting requirements.
- d. Canal banks may periodically require minor grading and re-sloping to maintain the canal's contour. The City shall perform such periodic work.
- e. The Town recognizes that the City is not responsible for water quality and that all pre-treatment will have taken place prior to stormwater runoff being discharged into the RC-2C Canal.
- f. The City may install a flow meter to monitor the quantity of discharged stormwater into the RC-2C Canal from the Town. Should the amount of flow exceed twenty percent (20%) as agreed by the parties, the City shall adjust the price and invoice the Town accordingly.

4. Town Responsibilities: The Town agrees that it shall be responsible for ensuring that all outfalls into the RC-2C are installed according to applicable codes, regulations and permitted plans. Any outfalls not installed correctly shall be reconstructed by the Town to meet all applicable codes, regulations and standards within twenty-four (24) months of the effective date of this agreement.

5. Funding Requirements. Pursuant to this agreement the Town agrees to fund twenty percent (20%) of the costs for general maintenance and necessary capital improvement to the RC-2C Canal and canal easements. Funding will be used to pay for personnel and fringe benefit costs, fuel costs, materials, equipment costs, repair costs and contractor costs. Payments will be made twice per year (every six months) and shall commence upon the signing of this agreement.

The Town recognizes that as a part of the agreement, the City may require Capital Improvements to the RC-2C Canal and the Town will be responsible for twenty percent (20%) of the total cost of construction and any other related costs including, but not limited to, engineering design, construction permitting, CEI, right-of-way acquisition and preliminary investigation of the necessary improvement.

6. Payment. The Town shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the sums as indicated on the payment schedule, attached hereto as appendix 1, said sums to be paid twice per year (every six months), commencing on the effective date of this agreement. Payment shall be made within thirty (30) days of receipt of an invoice from the City.

7. Miscellaneous Provisions.

- a. All notices required in this agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to the Town of Mangonia Park:

Lee Leffingwell, Town Manager
1755 East Tiffany Drive
Mangonia Park, Florida 33407
(561) 848-1235

With a copy to:

Keith W. Davis, Esquire
1111 Hypoluxo Road, Ste. 207
Lantana, FL 33462

If to the City of Riviera Beach:

City Manager
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 840-4010

With a copy to:

City Attorney
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4069


- b. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations

provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.

- c. 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 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.
- d. To the extent permitted by law, the City shall indemnify and hold the Town harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of this agreement; likewise to the extent permitted by law, Town shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Town employees in the performance of this agreement, while assisting Riviera Beach Personnel. Nothing in this provision shall be construed as consent by the City or by Town to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- e. Should any provision of this agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- f. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

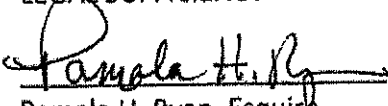
IN WITNESS WHEREOF, the parties, by their respective Mayors, have hereto set their hands and seals.

ATTEST:


Carrie E. Ward, MMC, City Clerk

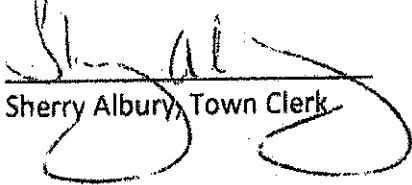
DATED: 8/19/2009

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Pamala H. Ryan, Esquire
City Attorney

DATED: 8/11/09

ATTEST:


Sherry Albury, Town Clerk

DATED: May 19, 2009

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Keith W. Davis, Esquire
Town Attorney

DATED: May 19, 2009

CITY OF RIVIERA BEACH


THOMAS A. MASTERS, MAYOR

DATED: _____

(CITY SEAL)

APPROVED AS TO TERMS AND CONDITIONS

Vincent Akhimie
Director of Public Works

TOWN OF MANGONIA PARK


WILLIAM H. ALBURY, MAYOR

(SEAL)

DATED: May 19, 2009