

M E M O R A N D U M

Date: April 29, 2014

TO: Town Commission

FROM: Dave Bullock, Town Manager

SUBJECT: Interlocal Agreement Between the Town of Longboat Key and West Coast Inland Navigation District (WCIND) for Longboat Pass Flood Shoal Sand Traps Project

At the May 5, 2014 Regular Meeting the Town Commission will consider an Interlocal Agreement between the Town of Longboat Key and WCIND for a sand placement project on the North end of Longboat Key.

WCIND has contracted for placement of up to 100,000 cubic yards of sand for \$828,105. WCIND has allocated \$500,000 for this project. The Town will make up the remaining contract cost up to \$350,000. The attached Interlocal Agreement reflects this amount.

There are additional Town costs associated with turtle and shorebird monitoring, fill monitoring, tilling, and post-construction monitoring. Overall project costs to the Town for the WCIND match and the required monitoring, etc. for this project could be in the range of \$400,000. All costs for this project are part of the High Erosion Area Sand Placement capital project.

This Interlocal Agreement between the Town of Longboat Key and WCIND is placed on the May 5, 2014 Regular Meeting for formal action.

**INTERLOCAL AGREEMENT BETWEEN
TOWN OF LONGBOAT KEY AND WEST COAST INLAND NAVIGATION DISTRICT
REGARDING THE LONGBOAT PASS FLOOD SHOAL SAND TRAPS PROJECT**

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement"), by and between the West Coast Inland Navigation District, a multi-county independent special district, hereinafter referred to as "WCIND" and the Town of Longboat Key, Florida, a municipal corporation.

WITNESSETH

WHEREAS, WCIND is a multi-county special district charged with maintaining and enhancing public navigation channels and inlets within Manatee, Sarasota, Charlotte and Lee Counties; and

WHEREAS, pursuant to Florida Statutes § 374.976, WCIND is authorized to undertake programs to alleviate waterway problems, enhance public navigation, and sponsor beach renourishment projects requested by member counties and local governments; and

WHEREAS, in 2008, WCIND commissioned a technical study entitled "Regional Model for Sarasota Bay and Case Studies of Longboat Pass and Venice Inlet" (hereinafter "2008 Study") for purposes of better understanding the evolution of Longboat Pass; and

WHEREAS, the 2008 Study generally recommended Longboat Pass be dredged for purposes of addressing navigation issues and shoaling problems, and suggested that sand from the dredging be used for beach nourishment projects and to address erosion hotspots; and

WHEREAS, in 2011, WCIND, the Town and Manatee County collaborated and jointly participated in the development of the "Longboat Pass Inlet Management Plan Study" (hereinafter "2011 Study") which further assessed the impact of Longboat Pass on Anna Maria island and Longboat Key beaches; and

WHEREAS, the 2011 Study provided additional recommendations for improved management of the Longboat Pass inlet and evaluated specific options for erosion mitigation; and

WHEREAS, after conducting comprehensive analysis of the Longboat Pass navigation channel and the erosion issues on the immediately adjacent Longboat Key beaches as detailed in the 2008 and 2011 Studies, WCIND's governing board determined that the dredging of Longboat Pass is a benefit to public navigation; and

WHEREAS, WCIND's governing board determined that the Longboat Key beaches immediately adjacent to Longboat Pass have been adversely impacted by the navigation inlet; and

WHEREAS, in response to the 2008 and 2011 Studies and WCIND's long-range maintenance plans, WCIND has requested and obtained state and federal permitting for a project known as the "Longboat Pass Flood Shoal Sand Traps" (hereinafter "Project" or "the Project")) to dredge areas in and around Longboat Pass; and

WHEREAS, the Florida Department of Environmental Protection (hereinafter "FDEP") has reviewed the Project and determined that the Project is consistent with the FDEP's approved inlet management plan and issued WCIND permit # 0298107-002JC authorizing such Project; and

WHEREAS, the Town is a member local government within the jurisdictional boundaries of WCIND; and

WHEREAS, the Town has requested that the sand from the Project be utilized and placed on the Town's beaches in an around Longboat Pass that have been adversely affected by the navigation inlet; and

WHEREAS, the Town has agreed to provide funds to WCIND in an amount not to exceed \$350,000 for the placement of beach compatible sand along the Town's beaches adjacent to Longboat Pass; and

WHEREAS, WCIND has agreed to accept such Town funds and provide the dredged sand from the Project to the Town for beach renourishment pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, WCIND and the TOWN agree as follows:

1. **Recitals**. The above recitals are true and correct and incorporated fully herein by reference.
2. **Project**. The scope of the Project is set forth in the state and federal permit(s) issued to WCIND. Copies of said permit(s) are attached hereto and incorporated herein as Composite Exhibit 1. The parties agree that during the duration of the Project WCIND shall continue to serve as the permittee on all applicable permit(s) and shall coordinate compliance with all applicable regulatory agencies as required by the permit(s) and conditions.
3. **WCIND Duties**. WCIND shall be responsible for advertising, bidding, selecting, and contracting with a duly qualified, licensed dredging contractor for the performance of the dredging and sand placement activities associated with the Project. WCIND shall perform all applicable contract administration, management and oversight associated with the Project work

performed by the selected dredging contractor. The selected contractor shall perform all dredging and sand placement activities associated with the Project as required in the applicable permit(s) for the Project. WCIND shall require that the selected contractor carry workers compensation and comprehensive general liability insurance issued by an insurance carrier licensed by the State of Florida in an amount not less than \$500,000. WCIND shall require that the contractor name the Town as an additional insured under said insurance policies. WCIND shall require that the contractor participate and cooperate with the Town in disseminating public information relating to the Project. WCIND shall monitor and oversee the dredging contractor's satisfactory performance of the Project and compliance with the applicable permit(s) and conditions for said Project. WCIND shall pay the selected contractor for the work associated with the Project and shall thereafter seek reimbursement from the Town for the Town's share of the Project costs. WCIND shall seek reimbursement from the Town for the Town's share of the Project costs by forwarding an invoice to the Town as provided for in paragraph 4, below. Except for the turtle and shore bird nesting monitoring, WCIND shall be responsible for all other environmental monitoring during the Project. Following completion of the Project, and except for turtle and shore bird nesting monitoring, WCIND shall have the ongoing duty to perform all other monitoring and ensure compliance with the permit conditions as provided for in the applicable permit(s).

4. Town Duties. Within 30 days of the Town's receipt of an invoice from WCIND, the Town shall pay WCIND an amount not to exceed \$350,000 for work associated with the Project. The Town shall cooperate with WCIND staff and the selected dredging contractor to implement the work and activities associated with the Project. The Town shall assist the contractor in the logistical coordination and mobilization required for the Project. Such assistance by the Town shall include, but not be limited to: (a) assisting the WCIND and the selected contractor with local ordinance compliance, (b) waiving the applicability of Town noise ordinances, (c) closing public beach access, (d) posting signage on the Town's beaches and roadways as necessary, (e) providing or assisting with beach access for equipment and vehicles, (f) providing access to the beach through the Town's beach easement(s), and (g) coordinating public information relating to the Project with local media and homeowners group. Pursuant to the conditions within the applicable permit(s), the Town shall provide monitoring services associated with turtle and shore bird nesting areas. Notwithstanding the foregoing, it shall be WCIND's responsibilities to ensure compliance with applicable state and federal laws as to turtle and shore bird nesting.

5. Sovereign Immunity. The Town and WCIND agree that each party shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained in the Agreement shall constitute a waiver by either party of its sovereign immunity and the limitations set forth in Section 768.28, Florida Statutes.

6. Mutual Benefit. This Agreement is for the mutual benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action to any party not specifically named herein nor shall any provision of this agreement be construed as constituting a waiver of sovereign immunity.

7. No Agency Relationship. Nothing in this Agreement shall be construed as creating an agency relationship between the parties. WCIND and the Town retain their full and independent authority and associated responsibilities with respect to the waterways and beaches under their respective jurisdiction, control and ownership.

8. Entire Agreement. This Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other Agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended only by a writing duly executed by authorized representatives of WCIND and the Town.

9. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared to be severable.

10. Effective Date. This Agreement shall become effective upon the date of the last signatory hereto

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective undersigned duly authorized officers as of the dates set forth below.

DATED this _____ day of _____, 2014, by the Town of
Longboat Key, Florida

TOWN OF LONGBOAT KEY, FLORIDA

BY: _____
Jack G. Duncan, Vice Mayor

ATTEST:

Trish Granger
City Clerk

Approved as to form and correctness:

Maggie D. Mooney-Portale, Town Attorney

DATED this _____ day of _____, 2014, by West
Coast Inland Navigation District.

WEST COAST INLAND NAVIGATION DISTRICT

By: _____
Chair John Chappie

ATTEST

BY: _____

Approved as to form and correctness:

Phillip Perrey, Legal Counsel



End of Agenda Item