

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 27, 2007  Consent  Regular  
 Workshop  Public Hearing

**Department:**

Submitted By: Engineering & Public Works  
Submitted For: Streetscape Section

**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:** An Amendment to the Financial Assistance Agreement (R2006-1233) with Ocean Parks Jupiter Condominium Association (Association) for an extension of the completion date for the installation of improvements.

**Summary:** The original Agreement provides for a reimbursement, in an amount not to exceed a maximum of \$25,000, to the Association for the Association's effort to install improvements on Association property along A1A from 725 feet north of Indiantown Road to 1,875 feet north of Indiantown Road. This Amendment with the Association will extend the completion date from March 31, 2007 to March 31, 2008, as requested by the Association, and establishes that the improvements are to be located in the road right of way and not on Association property. The completion of the improvements has been slowed due to a Town of Jupiter project occurring at this location.

**District:** 1 (ME)

**Background and Justification:** On September 13, 2005, the Board approved allocating reimbursement grants to various organizations based upon the application process and recommendations of Keep Palm Beach County Beautiful, Inc., a non-profit organization. The attached standard Reimbursement Grant Agreement has been executed by the Association.

**Attachments:**

1. Location Sketch.
2. Amendment to Financial Assistance Agreements (2).
3. Financial Assistance Agreement of July 11, 2006 (R2006-1233).

Recommended by: \_\_\_\_\_

Division Director

Date

*[Signature]*  
1/25/07

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

County Engineer

Date

1/29/07

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Acct No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
 Program \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 11/2/07

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Dev. and Control Comments:**

[Signature] 2-8-07  
 OFMB  
 [Handwritten initials and date]

[Signature] 2/7/07  
 Contract Dev. and Control  
 [Handwritten initials and date]

**B. Approved as to Form and Legal Sufficiency:**

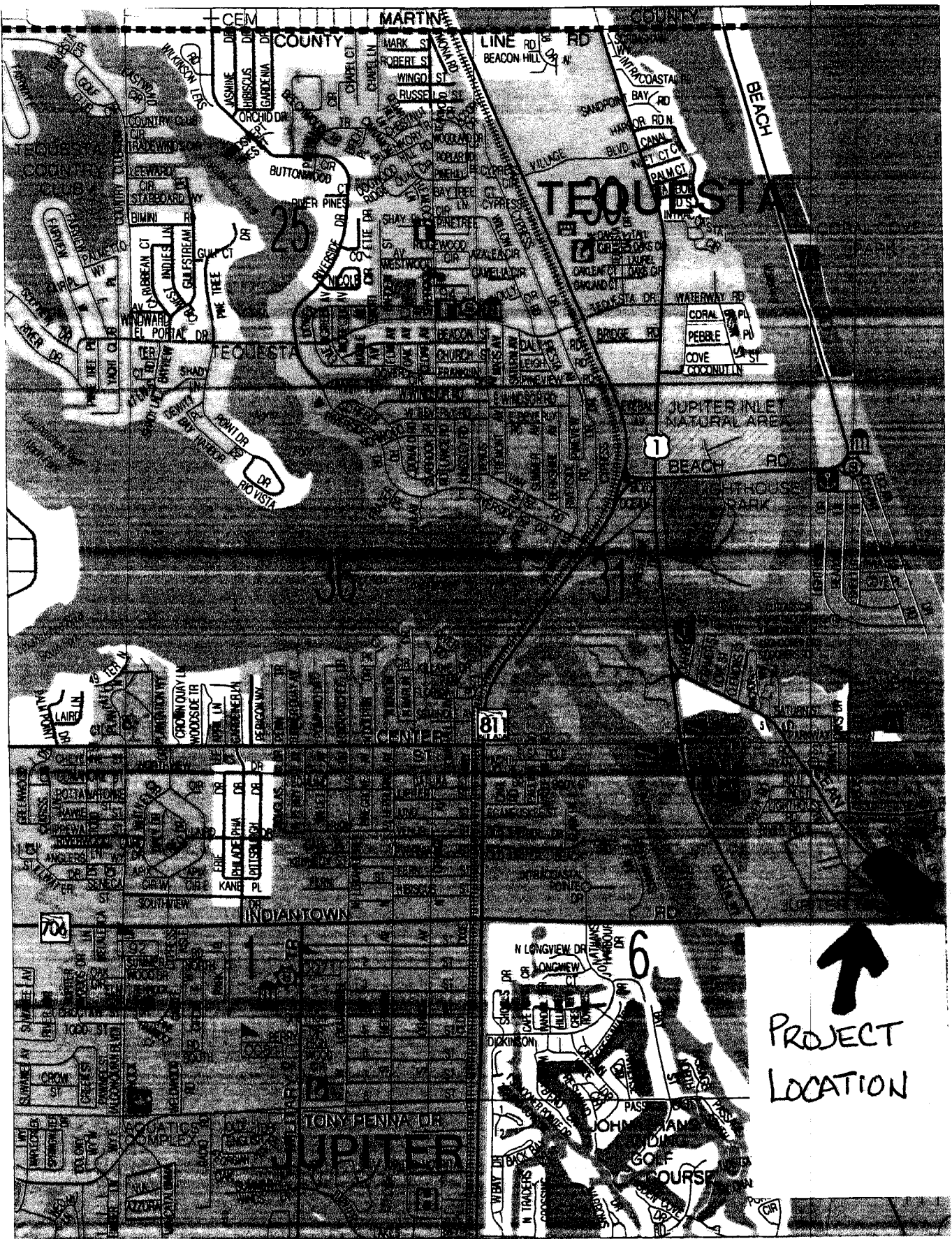
[Signature] 2/13/07  
 Assistant County Attorney

This amendment complies with our review requirements.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.



LOCATION SKETCH

**1** AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JULY 11, 2006  
**2** WITH OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC.  
**3**

**4** THIS AMENDMENT is made to the Financial Assistance Agreement dated  
**5** July 11, 2006, by and between OCEAN PARKS JUPITER CONDOMINIUM  
**6** ASSOCIATION, INC., hereinafter "ASSOCIATION", and PALM BEACH COUNTY, a  
**7** political subdivision of the State of Florida, hereinafter "COUNTY".  
**8**

**9**  
**10** WITNESSETH:  
**11**

**12** WHEREAS, on July 11, 2006 the ASSOCIATION and the COUNTY entered into a  
**13** Financial Assistance Agreement (R2006-1233) providing for the COUNTY's funding  
**14** for twenty eight percent (28%) of the cost of the ASSOCIATION's planned  
**15** IMPROVEMENTS on ASSOCIATION property in an amount not to exceed TWENTY  
**16** FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00); and

**17** WHEREAS, that agreement contained a completion date for the  
**18** IMPROVEMENTS of March 31, 2007; and

**19** WHEREAS, the ASSOCIATION's installation of the IMPROVEMENTS must be  
**20** postponed due to anticipated construction delays associated with a project to be  
**21** completed by the Town of Jupiter (TOWN) before the IMPROVEMENTS can be  
**22** installed; and

**23** WHEREAS, in recognition of the anticipated delays with the TOWN's project,  
**24** the ASSOCIATION wishes to extend the completion date of the IMPROVEMENTS to  
**25** March 31, 2008; and

**26** WHEREAS, the COUNTY AND ASSOCIATION wish to establish that the  
**27** proposed IMPROVEMENTS are within the right-of-way and not on ASSOCIATION  
**28** property; and

**29** WHEREAS, the COUNTY believes that the ASSOCIATION's efforts serve a  
**30** public interest by beautifying this thoroughfare, and therefore wishes to support  
**31** those efforts by extending the time to complete the IMPROVEMENTS until March 31,  
**32** 2008.  
**33**

AMENDMENT TO KEEP PALM BEACH COUNTY BEAUTIFUL GRANT FOR OCEAN PARKS JUPITER  
CONDOMINIUM ASSOCIATION, INC. FOR A1A BEAUTIFICATION

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

**3** 1. The Financial Assistance Agreement dated July 11, 2006, by and between  
**4** the ASSOCIATION and the COUNTY, is hereby amended to revise paragraph 9  
**5** as follows:

**6** 9. All installation of these IMPROVEMENTS shall be completed and  
**7** final invoices submitted to the COUNTY no later than March 31,  
**8** 2008, and the COUNTY shall have no obligation to the  
**9** ASSOCIATION or any other entity or person for any cost incurred  
**10** thereafter.

**11** 2. The proposed IMPROVEMENTS are to be constructed within the right of  
**12** way, not on ASSOCIATION's property.

**13** 3. It is the intent of the parties hereto that this AMENDMENT shall not become  
**14** binding until the date executed by the Board of County Commissioners of  
**15** Palm Beach County.

**16** 4. All other provisions of the Financial Assistance Agreement dated July 11  
**17** 2006, shall remain in full force and effect.

**18**  
**19**  
**20**  
**21**  
**22**  
**23** (INTENTIONALLY LEFT BLANK)

AMENDMENT TO KEEP PALM BEACH COUNTY BEAUTIFUL GRANT FOR OCEAN PARKS JUPITER  
CONDOMINIUM ASSOCIATION, INC. FOR A1A BEAUTIFICATION

1 IN WITNESS WHEREOF, the parties have executed this Agreement and it is  
2 effective on the day first above written.

3 OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC.

4  
5  
6  
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8

(ASSOCIATION SEAL)

OCEAN PARKS JUPITER  
CONDOMINIUM ASSOCIATION, INC.  
BY ITS BOARD OF DIRECTORS

9 ATTEST:

10 By: [Signature]  
ASSOCIATION SECRETARY

By: [Signature]  
PRESIDENT

11 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

12 By: [Signature]  
13 ASSOCIATION ATTORNEY

PALM BEACH COUNTY

14 (COUNTY SEAL)  
15

PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

16 ATTEST:

17 SHARON R. BOCK, CLERK &  
18 COMPTROLLER

19 By: \_\_\_\_\_  
20 DEPUTY CLERK

By: \_\_\_\_\_  
ADDIE L. GREENE, CHAIRPERSON

21 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

22 By: \_\_\_\_\_  
23 ASSISTANT COUNTY ATTORNEY

24 APPROVED AS TO TERMS AND CONDITIONS

25 BY: [Signature]  
26  
27

R 2006-1233

OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC. - A1A BEAUTIFICATION BETWEEN JUPITER THEATRE TO THE SOUTH AND LOCAL CONVENIENCE STORE TO THE NORTH

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**FINANCIAL ASSISTANCE AGREEMENT WITH OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC., FOR BEAUTIFICATION ALONG THE COUNTY'S RIGHT OF WAY FOR A1A**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of JUL 11 2006, 2006, by and between **OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC.**, (Federal I. D. No. 59-1655130), a not-for-profit corporation of the State of Florida, hereinafter "**ASSOCIATION**", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

**WITNESSETH:**

**WHEREAS, ASSOCIATION** represents a condominium along the west side of A1A; and

**WHEREAS, ASSOCIATION** desires to install a Streetscape Enhancement Roadside Project on Association Property from 725' North of Indiantown Road to 1875' North of Indiantown Road (within 25 feet of and visible from A1A), hereinafter "**IMPROVEMENTS**"; and

**WHEREAS, ASSOCIATION** applied for this County funded grant through Keep Palm Beach County Beautiful, Inc.; and

**WHEREAS**, the Board of County Commissioners approved a grant allocation of \$25,000 (28% of the total cost) to the Association.

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

1. The above recitals are true, correct and are incorporated herein.
2. **COUNTY** agrees to reimburse **ASSOCIATION** for twenty eight percent (28%) of the cost of the **IMPROVEMENTS**, not to exceed a maximum amount of TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000), whichever is less, of the cost of the initial installation.
3. **COUNTY** agrees to reimburse **ASSOCIATION** the amount established in paragraph 2 for costs (materials and labor) associated with the installation of the **IMPROVEMENTS**, upon **ASSOCIATION**'s submission of acceptable documentation needed to substantiate their costs for the **IMPROVEMENTS**. **COUNTY** will use its best efforts to provide said funds to **ASSOCIATION** on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.
4. **COUNTY**'s obligation is limited to its payment obligation and **COUNTY** shall have no obligation to any other person or entity.
5. **ASSOCIATION** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the

1 **IMPROVEMENTS. ASSOCIATION** agrees to install the **IMPROVEMENTS** substantially in  
2 accordance with the plans, specifications and costs as approved by **COUNTY**.

3 **ASSOCIATION** also agrees to assume financial responsibility for the completion of  
4 any portions of the **IMPROVEMENTS** that are not fully- funded by the amount set forth in  
5 Paragraph 2, above. Otherwise, **COUNTY** will have the final determination of the eligibility  
6 for reimbursement of any changes. Substantial variations from the approved plans shall  
7 require prior written approval from **COUNTY** Engineer's Office. The final drawings must be  
8 signed and sealed by a Florida Registered Landscape Architect.

9 6. **ASSOCIATION** will obtain or provide all labor and materials necessary for the  
10 design and installation of the **IMPROVEMENTS**. **COUNTY** shall have the final  
11 determination of eligibility for reimbursement. **ASSOCIATION** shall furnish the Manager,  
12 Streetscape Section, of **COUNTY**'s Department of Engineering and Public Works with a  
13 request for payment supported by the following:

14 a. A statement from a Florida Registered Landscape Architect that the  
15 **IMPROVEMENTS** have been inspected and were installed substantially in  
16 accordance with the approved plans for the **IMPROVEMENTS**, and;

17 b. A Contract Payment Request Form and a Contractual Services  
18 Purchases Schedule Form, attached hereto and incorporated herein as  
19 Exhibit "A" (pages 1 and 2) which are required for each and every  
20 reimbursement requested by **ASSOCIATION**. Said information shall list each  
21 invoice paid by **ASSOCIATION** and shall include the vendor invoice number,  
22 invoice date, and the amount paid by **ASSOCIATION**. **ASSOCIATION** shall  
23 attach a copy of each vendor invoice paid by **ASSOCIATION** along with a  
24 copy of the respective check and shall make reference thereof to the  
25 applicable item listed on the Contractual Services Purchases Schedule  
26 Form. Further, the Program Administrator and the President of  
27 **ASSOCIATION**, or his designee shall also certify that each vendor invoice  
28 listed on the Contractual Services Purchases Schedule Form was paid by  
29 **ASSOCIATION** as indicated.

30 7. **ASSOCIATION** shall maintain adequate records to justify all charges,  
31 expenses, and costs incurred in performing the **IMPROVEMENTS** for at least three (3)  
32 years after the completion of the **IMPROVEMENTS**. **COUNTY** shall have access to all  
33 books, records and documents as required in this Section for the purpose of inspection or  
34 audit during normal business hours.

35 8. **ASSOCIATION** agrees to be responsible for the perpetual maintenance of  
36 the **IMPROVEMENTS** following its installation and shall be solely responsible for obtaining  
37 and complying with all necessary permits, approvals, and authorizations from any federal,  
38 state, regional, or **COUNTY** agency which are required for the subsequent maintenance of  
39 the **IMPROVEMENTS**.



1           9. All installation of the **IMPROVEMENTS** shall be completed and final invoices  
2 submitted to **COUNTY** no later than March 31, 2007, and **COUNTY** shall have no  
3 obligation to **ASSOCIATION** or any other entity or person for any cost incurred thereafter  
4 unless the time for completion is extended by modification of this Agreement as provided  
5 herein.

6           10. **ASSOCIATION** recognizes that it is an independent contractor, and not an  
7 agent or servant of **COUNTY** or its Board of County Commissioners. In the event a claim or  
8 lawsuit is brought against **COUNTY**, its officers, employees, servants or agents, relating to  
9 the **IMPROVEMENTS** or any item which is the responsibility of **ASSOCIATION**,  
10 **ASSOCIATION** hereby agrees to indemnify, save and hold harmless **COUNTY**, its  
11 officers, employees, servants or agents, and to defend said persons from any such claims,  
12 liabilities, causes of action and judgments of any type whatsoever arising out of or relating  
13 to the existence of the **IMPROVEMENTS** or the performance by **ASSOCIATION** as may  
14 relate to this Agreement. **ASSOCIATION** agrees to pay all costs, attorney's fees and  
15 expenses incurred by **COUNTY**, its officers, employees, servants or agents in connection  
16 with such claims, liabilities or suits except as may be incurred due to the negligence of  
17 **COUNTY**.

18           11. **ASSOCIATION** shall, at all times during the term of this Agreement (the  
19 installation and existence of the **IMPROVEMENTS**), maintain in force its status as an  
20 insured corporation, and shall provide evidence of this insurance prior to **COUNTY**'s  
21 execution of this Agreement.

22           12. As provided in F.S. 287.132-133, by entering into this Agreement or  
23 performing any work in furtherance hereof, **ASSOCIATION** certifies that its affiliates,  
24 suppliers, sub-contractors, and consultants who perform work hereunder, have not been  
25 placed on the convicted vendor list maintained by the State of Florida Department of  
26 Management Services within 36 months immediately preceding the date hereof. This  
27 notice is required by F.S. 287.133(3)(a).

28           13. **ASSOCIATION** shall require each contractor engaged by **ASSOCIATION** for  
29 work associated with this Agreement to maintain:

30           a. Workers' Compensation coverage in accordance with Florida Statutes,  
31 and;

32           b. Commercial General Liability coverage, including vehicle coverage, in  
33 combined single limits of not less than ONE MILLION AND 00/100  
34 DOLLARS (\$1,000,000.00). **COUNTY** shall be included in the coverage as  
35 an additional insured.

36           14. In the event of termination, **ASSOCIATION** shall not be relieved of liability to  
37 **COUNTY** for damages sustained by **COUNTY** by virtue of any breach of the contract by  
38 **ASSOCIATION**; and **COUNTY** may withhold any payment to **ASSOCIATION** for the

1 purpose of set-off until such time as the exact amount of damages due COUNTY is  
2 determined.

3 15. ASSOCIATION's termination of this AGREEMENT shall result all obligations  
4 of COUNTY for funding contemplated herein to be canceled.

5 16. COUNTY and ASSOCIATION agree that no person shall, on the grounds of  
6 race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be  
7 discriminated against in performance of the Agreement.

8 17. COUNTY may, at COUNTY's discretion and for the duration of the  
9 IMPROVEMENTS, install signs within the public property or easement, notifying the public  
10 that the IMPROVEMENTS were funded with COUNTY dollars.

11 18. In the event that any section, paragraph, sentence, clause, or provision  
12 hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the  
13 remaining portions of this Agreement and the same shall remain in full force and effect.

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

17 **AS TO COUNTY**

18 Manager, Streetscape Section  
19 Palm Beach County Department of  
20 Engineering and Public Works  
21 Post Office Box 21229  
22 West Palm Beach, Florida 33416-1229

23 **AS TO ASSOCIATION**

24 Property Manager  
25 Ocean Parks Jupiter Condominium Association, Inc.  
26 300 North A1A  
27 Jupiter, FL 33477

28 20. This Agreement shall be construed and governed by the laws of the State of  
29 Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm  
30 Beach County. No remedy herein conferred upon any party is intended to be exclusive of  
31 any other remedy, and each and every other remedy shall be cumulative and shall be in  
32 addition to every other remedy given hereunder or now or hereafter existing at law or in  
33 equity or by statute or otherwise. No single or partial exercise by any party of any right,  
34 power, or remedy shall preclude any other or further exercise thereof.

35 21. Any costs or expenses (including reasonable attorney's fees) associated with  
36 the enforcement of the terms and conditions of this Agreement shall be borne by the  
37 respective parties; provided, however, that this clause pertains only to the parties to the  
38 Agreement.

39 22. Except as expressly permitted herein to the contrary, no modification,  
40 amendment, or alteration in the terms or conditions contained herein shall be effective

1 unless contained in a written document executed with the same formality and equality of  
2 dignity herewith.

3 23. Each party agrees to abide by all laws, orders, rules and regulations and  
4 **ASSOCIATION** will comply with all applicable governmental landscaping codes in the  
5 maintenance and replacement of the **IMPROVEMENTS**.

6 24. **ASSOCIATION** shall promptly notify **COUNTY** of any lawsuit-related  
7 complaint, or cause of action threatened or commenced against it which arises out of or  
8 relates, in any manner, to the performance of this Agreement.

9 25. The parties expressly covenant and agree that in the event any of the parties  
10 is in default of its obligations under this Agreement, the parties not in default shall provide  
11 to the defaulting party thirty (30) days written notice before exercising any of their rights.

12 26. The preparation of this Agreement has been a joint effort of the parties, and  
13 the resulting document shall not, solely as a matter of judicial constraint, be construed  
14 more severely against one of the parties than the other.

15 27. **ASSOCIATION** has the authority to enter into this Agreement, and to  
16 perform the obligations contained herein.

17 28. This Agreement represents the entire understanding among the parties,  
18 and supersedes all other negotiations, representations, or agreements, either written or  
19 oral, relating to this Agreement.

20 29. A copy of this Agreement shall be filed with the Clerk of the  
21 Circuit Court in and for Palm Beach County, Florida.

22 30. This Agreement shall take effect upon execution and the effective date  
23 shall be the date of execution.

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OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC. - AIA BEAUTIFICATION BETWEEN JUPITER THEATRE TO THE SOUTH AND LOCAL CONVENIENCE STORE TO THE NORTH

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**WITNESS WHEREOF**, the parties have executed this Agreement and it is effective on the date first above written.

**OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC.**

(ASSOCIATION SEAL)

**OCEAN PARKS JUPITER  
CONDOMINIUM ASSOCIATION, INC.  
BY ITS BOARD OF DIRECTORS**

**ATTEST:**

By: [Signature]  
**ASSOCIATION SECRETARY**

By: [Signature]  
**PRESIDENT**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: [Signature]  
**ASSOCIATION ATTORNEY**

**PALM BEACH COUNTY**

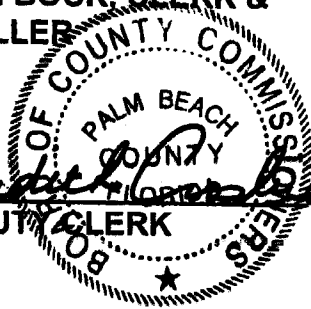
(COUNTY SEAL)

**R 2006 1233**  
JUL 11 2006  
**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

**ATTEST:**

**SHARON R. BOCK, CLERK &  
COMPTROLLER**

By: [Signature]  
**DEPUTY CLERK**



**Karen T. Marcus**  
By: [Signature]  
for **TONY MASILOTTI, CHAIRMAN**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: [Signature]  
**ASSISTANT COUNTY ATTORNEY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: [Signature]