### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

Mee	ting Date:	August 21, 2007	[X] [ ]	Consent Workshop	[]	Regular Public Hearing			
Sul	Department: Submitted By: Engineering & Public Works Submitted For: Streetscape Section								
			I, EX	ECUTIVE BR	<u>lef</u>				
Mot	ion and Titl	e: Staff recommend	ds motio	n to approve:					
A.	A Financial	cial Assistance Agretion), to provide rein	eement abursem	with Jupiter D ent funding not	unes Pro	operty Owners' Association, Inc. d \$50,000.			
В.	District	et Transfer of \$50,0 I to Jupiter Beach I I Jupiter Beach Roa	Road, fo	ne Transportation beautification	ion Impro on in the	ovement Fund from Reserve for right of way of the County's C-			
or und Jupit Road	e cost to insta er Beach Ro I from C-Al	ul beautification implant to approximately	rovemen 2,000 fo cimately	ets in the County eet southeast of 225 feet to the	/'s right o f Jupiter I e east of	ation up to a maximum of \$50,000 of way for C-A1A from the County's Beach Road and on Jupiter Beach C-A1A. The Association will be			
Disti	rict: 1 (1	ME)							
unai	ing that will	d Justification: enhance the appear c use of District 1 R	ance of a	these public ro	adways. a	e an eligible project for gas tax and the District 1 Commissioner			
Atta		e Certificate. ioner Authorization nts (2).	l.						
Reco	mmended ]	By:_/\S/.	Hade	<u>,                                    </u>		4/37/10			
		Division I	Director			Date			

## II. FISCAL IMPACT ANALYSIS

# A. Five Year Summary of Fiscal Impact:

Fiscal Years Grant Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2007 \$50,000 -0- -0- -0- \$50,000	2008 -0- -0- -0- -0- -0- -0-	2009 -0- -0- -0- -0- -0-	2010 -0- -0- -0- -0- -0-	2011 -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current Budget Acct No.: Fund Progr	Dept	Yes Unit Obj	 ject	No <u>X</u> .	

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

Transportation Improvement Fund
Reserve for District 1
Jupiter dunes Beautification/ROW C A1A to Jup Bch Rd

C.	Departmental Fiscal Review:	. Glugg	
		- V	

# III. REVIEW COMMENTS

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

	The state of the s	id Control Comments:
	OFMB (1.24-07)	Contract Dev. and Control
В.	Approved as to Form	This Contract complies with our contract review requirements

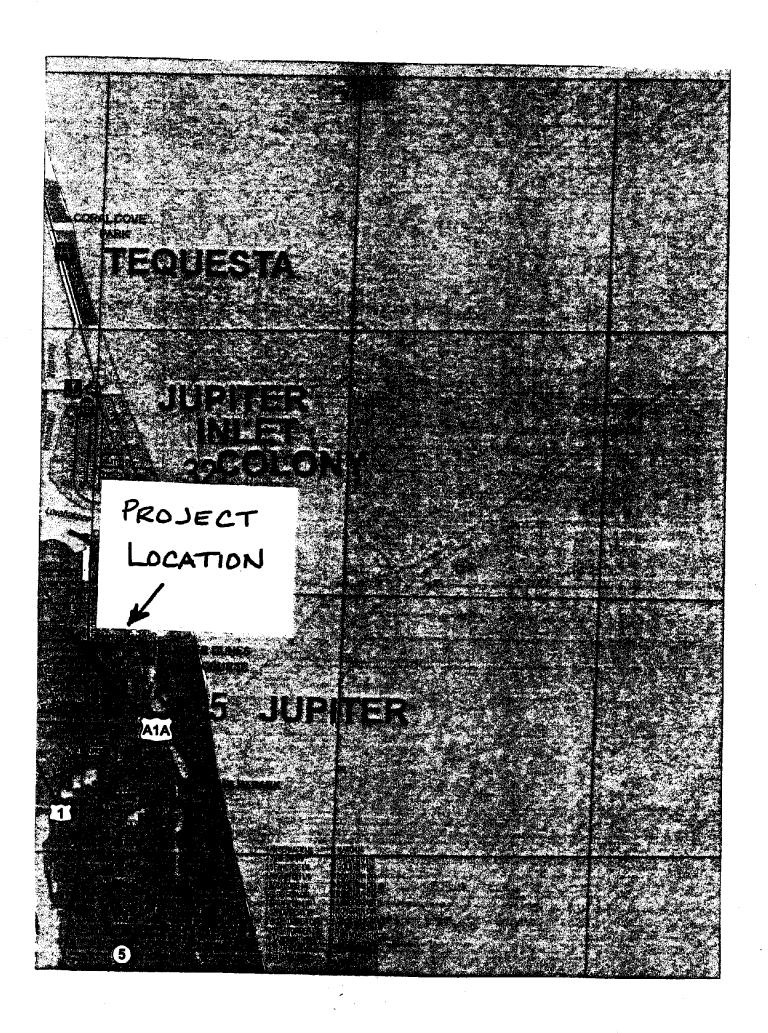
Assistant County Attorney

C. Other Department Review:

Department Director

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

I:\WP\AgendaPage2\Agnpgtwo2007\000298.doc



LOCATION SKETCH

Palm Beach County Contractors Certification & Licensing 2300 North Jog Road West Palm Beach FL 33411

NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL MPDSE NO CRUIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

ACORD 25 (2001/08)

**©. ICORD CORPORATION 1989** 

From:

Andrew Hertel

To: Date:

Gary Gregory 6/4/2007 1:54:28 PM

Subject:

Fwd: Jupiter Dunes Landscape Project

>>> Patricia Weaver 6/4/07 1:52:06 PM >>> Commissioner Marcus has authorized the expenditure of \$50,000 to the community of Jupiter Dunes for their landscape project along US Highway 1.

Trish Weaver Administrative Assistant to Commissioner Karen T. Marcus Jupiter Dunes property owners' association, inc. — Beautification C-A1A from 2,000 feet Southeast of Jupiter Beach road to Jupiter Beach Road, and Jupiter Beach Road from C-A1A to 225 feet East of C-A1A

FINANCIAL ASSISTANCE AGREEMENT WITH JUPITER DUNES PROPERTY OWNERS' ASSOCIATION, INC., FOR BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR C - A1A, AND JUPITER BEACH ROAD

THIS AGREEMENT, is made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between JUPITER DUNES PROPERTY OWNERS' ASSOCIATION, INC., (Federal I. D. No. 592069167), 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 desires to install beautification in the right of way of COUNTY's C-A1A from approximately 2,000 feet southeast of Jupiter Beach Road to Jupiter Beach Road, and in the right of way of COUNTY's Jupiter Beach Road from COUNTY's C-A1A to a point approximately 225 feet to the east of C-A1A, hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public purpose in the enhancement of the appearance of the rights of way and wishes to support ASSOCIATION's efforts to install the IMPROVEMENTS by providing reimbursement funding from Board of County Commissioners Reserve for District 1, in an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00).

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 provide to **ASSOCIATION** reimbursement funding for their IMPROVEMENTS from Board of County Commissioners Reserve for District 1 in an amount not to exceed FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00).
- 3. COUNTY agrees to reimburse ASSOCIATION up to 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.

20 21 22

23

24

25

19

32

33

34

35

36

- 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 IMPROVEMENTS. ASSOCIATION agrees to install the IMPROVEMENTS substantially in accordance with the plans, specifications and costs as permitted by COUNTY. **ASSOCIATION** also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully-funded by the amount set forth in Paragraph 2, above. Otherwise, COUNTY will have the final determination of the eligibility for reimbursement of any changes. Substantial variations from the permitted plans shall require prior written approval from COUNTY Engineer's Office. The final drawings must be signed and sealed by a Florida Registered Landscape Architect.
- 6. ASSOCIATION will obtain or provide all labor and materials necessary for the design and installation of the IMPROVEMENTS. COUNTY shall have the final determination of eligibility for reimbursement. ASSOCIATION shall furnish the Manager, Streetscape Section, of COUNTY's Department of Engineering and Public Works with a request for payment supported by the following:
  - A statement from a Florida Registered Landscape Architect that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the approved plans for the IMPROVEMENTS, and;
  - A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 and 2) which are required for each and every reimbursement requested by ASSOCIATION. Said information shall list each invoice paid by ASSOCIATION and shall include the vendor invoice number, invoice date, and the amount paid by ASSOCIATION. ASSOCIATION shall attach a copy of each vendor invoice paid by ASSOCIATION along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the President of ASSOCIATION, or his designee shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by ASSOCIATION as indicated.

- 7. **ASSOCIATION** shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the **IMPROVEMENTS** for at least three (3) years after the completion of the **IMPROVEMENTS**. **COUNTY** shall have access to all books, records and documents as required in this Section for the purpose of inspection or audit during normal business hours.
- 8. **ASSOCIATION** agrees to be responsible for the perpetual maintenance of the **IMPROVEMENTS** following its installation and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional, or **COUNTY** agency which are required for the subsequent maintenance of the **IMPROVEMENTS**.
- 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices submitted to **COUNTY** no later than June 30, 2008, and **COUNTY** shall have no obligation to **ASSOCIATION** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.
- agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to the IMPROVEMENTS or any item which is the responsibility of ASSOCIATION, ASSOCIATION hereby agrees to indemnify, save and hold harmless COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of the IMPROVEMENTS or the performance by ASSOCIATION as may relate to this Agreement. ASSOCIATION agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of COUNTY. Furthermore, ASSOCIATION agrees that the extent of COUNTY's liability pursuant to this Agreement shall be limited solely to the aforementioned payment obligation.
- 11. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, **ASSOCIATION** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).
- 12. **ASSOCIATION** shall, at all times during the term of this Agreement (the installation and existence of the **IMPROVEMENTS**), maintain in force its status as an

- In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
- All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

## **AS TO COUNTY**

30

31

32

33

34

35

36

37

38

39

Manager, Streetscape Section Palm Beach County Department of **Engineering and Public Works** Post Office Box 21229 West Palm Beach, Florida 33416-1229

## AS TO ASSOCIATION

10

11

14 15

16

17 18 19

20 21

22

23

24 25

27 28

26

30 31

29

33 34

32

36 37

35

President, Jupiter Dunes Property Owners' Association, Inc. 401 North A1A Jupiter, FL 33477

- 20. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other 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 shall preclude any other or further exercise thereof.
- 21. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.
- 22. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
- 23. Each party agrees to abide by all laws, orders, rules and regulations and ASSOCIATION will comply with all applicable governmental landscaping codes in the maintenance and replacement of the IMPROVEMENTS.
- 24. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.
- 25. ASSOCIATION shall promptly notify COUNTY of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.
- 26. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.
- The preparation of this Agreement has been a joint effort of the parties, and 27. the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.
- 28. ASSOCIATION has the authority to enter into this Agreement, and to perform the obligations contained herein.

JUPITER DUNES PROPERTY OWNERS' ASSOCIATION, INC. - BEAUTIFICATION C-ALA FROM 2,000 FEET SOUTHEAST OF JUPITER BEACH ROAD TO JUPITER BEACH ROAD JUPITER BEACH ROAD FROM C-ALA TO 225 FEET EAST OF C-ALA

- 29. This Agreement represents the entire understanding among the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.
- 30. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- 31. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

INTENTIONALLY LEFT BLANK

Jupiter Dunes property owners' association, inc. - beautification C-ala prom 2,000 feet SOUTHEAST OF JUPITER BEACH ROAD TO JUPITER BEACH ROAD, AND JUPITER BEACH ROAD FROM C-AIA TO 225 FEET EAST OF C-ALA WITNESS WHEREOF, the parties have executed this Agreement and it is effective 1 on the date first above written. 2 3 JUPITER DUNES PROPERTY OWNERS' ASSOCIATION, INC. 4 5 6 **JUPITER DUNES PROPERTY** 7 **OWNERS' ASSOCIATION, INC.** 8 BY ITS BOARD OF DIRECTORS 9 ATTEST: 10 APPROVED AS TO FORM AND LEGAL SUFFICIENCY Ву: 12 ASSOCIATION AT 13 Jane L. Cornetl PALM BEACH COUNTY PALM BEACH COUNTY, FLORIDA, BY ITS 14 15 **BOARD OF COUNTY COMMISSIONERS** 16 ATTEST: SHARON R. BOCK, CLERK & 17 COMPTROLLER 18 19 By: **DEPUTY CLERK** ADDIE L. GREENE, CHAIRPERSON 20 APPROVED AS TO FORM AND LEGAL SUFFICIENCY 21 22 By: 23 **ASSISTANT COUNTY ATTORNEY** 

APPROVED AS TO TERMS AND CONDITIONS

## PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

Exhibit A

	(Project)				
Grantee	Request Date  Billing Period				
Billing #					
PR	OJECT PAYMENT S	SUMMARY			
Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs		
Consulting Services					
Contractual Services					
Materials, Supplies, Direct Purchases		<u> </u>			
Grantee Stock					
Equipment, Furniture					
TOTAL PROJECT COSTS					
Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.	tation the pr	Certification: I hereby cert has been maintained as requ oject expenses reported above able for audit upon reques	ired to support		
Administrator/Date		Financial Officer/Date			
PBC USE ONLY					
County Funding Participation		\$	_		
Total Project Cost	•	\$	_		
Total project costs to date		\$	_		
County obligation to date		\$			
County retainage (%)		(\$			
County funds previously disbursed		(\$	_)		
County funds due this billing		\$			
Reviewed and Approved by:					
PBC Pr	roject Administrator/D	Pate			
Assista	nt County Engineer of	r Fiscal Manager/Date	<del>-</del>		

# ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

		(Project)		
Gı	antee		silling Date	<del></del>
Bi	lling#		illing Period	<del></del>
Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
		TOTAL		
ertification: I hereby certify that the purchase(s pove were used in accomplishing the project.	) noted	ch	ecks, and other purchasing doc	nat bid tabulations, executed contract cancelled cumentation have been maintained as required ove and are available for audit upon request.
lministrator/Date	<del></del>	— Fi	ancial Officer/Date	

2007						P	age <u>1</u> of <u>1</u>	<u></u>
	BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET Transfer  FUND Transportation Improvement			BGEX061307-1814				
ACCOUNT NUMBER AC	COUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/13/07	REMAINING BALANCE
JUPITER DUNES BEAUT/ROW C 3500-368-1254-8201 Contribution		0	0	50,000	o	50,000	0	50,000
RESERVE FOR DISTRICT 1 3500-368-9111-9907 Res-Future C	Construction	1,863,324	755,569	0	50,000	705,569		
				50,000	50,000			
		SIGNATURE		DATI	E	By Board At Meeti	l of County Commi ng of08/21/07	
Engineering & Public Works  Administration / Budget Appro	oval		Surg		6/18/07			

OFMB Department - Posted

Deputy Clerk to the Board of County Commissioners