

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 11, 2008

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Palm Beach County Florida Boating Improvement Program Project Agreement with the Town of Jupiter in an amount not-to-exceed \$250,000 for funding of the Sawfish Bay Park project.

Summary: This fully executed Agreement was executed by Dennis L. Eshleman, as authorized signatory for PBC-FBIP Agreements meeting criteria as delineated in R99-77, which established guidelines for the Palm Beach County - Florida Boating Improvement Program (PBC-FBIP). The Agreement is for an eligible boating-related project which includes construction of restrooms, a dock/seawall, a canoe/kayak launch area, and 28 parking/access spaces. Pre-Agreement costs incurred subsequent to November 1, 2006, are eligible for reimbursement. The funding for this project was approved during the FY 2007 budget process. District 1 (AH)

Background and Justification: This Receive and File item is a PBC-FBIP Agreement with the Town of Jupiter for funding for the Sawfish Bay Park boating related project, in an amount not-to-exceed \$250,000. The total project cost is approximately \$250,000. The project completion date is December 31, 2008. The term of the Agreement for this capital project is for 25 years, or until March 10, 2033.

The Agreement was executed by Dennis L. Eshleman, who was authorized as signatory for PBC-FBIP Agreements meeting certain criteria as delineated in R99-77, as amended. This Agreement meets the required criteria.

Attachment: Agreement

Recommended by: _____

Department Director

2-15-08
Date

Approved by: _____

Assistant County Administrator

3/3/08
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>250,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>250,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 3600 Department 581 Unit P603
 Object 8101 Program N/A


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

<u>Park Improvement Fund Florida Boating Improvement Program</u>		
Sawfish Bay Park	3600-581-P603-8101	\$250,000

C. Departmental Fiscal Review: ckopelakis

III. REVIEW COMMENTS

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

 2-27-08
 CFMB 88 2/27/08 *SK* 2/28/08 CN 02/28/08

John H. Webster for 15
Contract Development and Control
2/28/08

B. Legal Sufficiency:

This item complies with current County policies.

Anne Delgent 2/28/08
Assistant County Attorney

C. Other Department Review:

Department Director

REVISED 10/95
ADM FORM 01

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

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT AGREEMENT**

THIS AGREEMENT, is made and entered into this 1 day of February, 2008, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", and the Town of Jupiter, a Florida municipal corporation, hereinafter referred to as "Town".

WITNESSETH:

WHEREAS, in accordance with Section 328.72, Florida Statutes, the tax collector shall distribute vessel registration fees to the Board of County Commissioners; and

WHEREAS, in accordance with Section 328.72(15), Florida Statutes, said vessel registration fees are used for the sole purpose of providing recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, and other public launching facilities, derelict vessel removal, and removal of vessels and floating structures deemed a hazard to public safety and health for failure to comply with Florida Statute 327.53; and

WHEREAS, the Board of County Commissioners has adopted Resolution No. R-99-77, as amended by Resolution No. R-2007-1840, establishing the Palm Beach County Florida Boating Improvement Program ("FBIP"); and

WHEREAS, said FBIP specifically provides for the County's allocation of vessel registration fees to municipalities for the purpose of funding eligible boating related projects; and

WHEREAS, the Town has submitted a Project Application requesting FBIP funds in an amount not to exceed \$250,000. for use toward Sawfish Bay Park Boating Improvements which is an eligible project in accordance with Resolution No. R-99-77, as amended; and

WHEREAS, funding in an amount not-to-exceed \$250,000 is available from FBIP funds; and

WHEREAS, the parties desire to enter into this Agreement.

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

1. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made a part hereof.

2. This Agreement shall be performed in accordance with Section 328.72(15), Florida Statutes, and Palm Beach County Resolution No. R-99-77 as amended, which are hereby incorporated by reference as if fully set forth herein.

3. The term of this Agreement shall be for a period of twenty five (25) years commencing upon the date of full execution by the parties hereto.

4. a. The County hereby agrees to pay the Town an amount not to exceed \$250,000 on a reimbursement basis for costs associated with the Town's eligible

boating related project which includes restrooms, dock/seawall, canoe/kayak launch, and parking/access, hereinafter referred to as "Project", as more fully described in "Exhibit A", the Project Application, which is attached hereto and incorporated herein.

b. The County and the Town hereby agree that expenditure of funds by Town for said Project subsequent to November 1, 2006, shall be eligible for reimbursement from County.

5. The County shall use its best efforts to provide said funds to the Town within forty-five (45) days of receipt of the following information:

a. A Project Completion Certification form as provided by the County;

b. Project reimbursement forms provided by the County as applicable: Actual Cost Contract Payment Request, Contractual Services Purchases Schedule, Salaries and Wages Schedule, Direct Material Purchases Schedule, Material Grantee Stock Material Cost Schedule, and Grantee Equipment Costs Schedule.

c. A Notice of Limitation of Use as provided by the County that has been filed with the deed to the property in the public records of Palm Beach County.

6. The Town is fully aware and understands that the County's performance and obligation to pay under this Agreement is contingent upon funding by the tax collector to the Board of County Commissioners through its annual appropriation of vessel registration fees.

7. The Town shall complete the Project and provide accounting data to County for same on or before December 31, 2008. Upon written notification to the County, at least ninety (90) days prior to the expected completion date, the Town may request an extension beyond this period for the purpose of completing the Project. The County shall not unreasonably deny the Town's request for said extension.

8. The Town shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all costs of any nature expended on the Project as funded pursuant to this Agreement for a period of not less than three (3) years. Upon advance notice to the Town, the County shall have the right to inspect the Project as well as the right to inspect and audit said books, records, documents and other evidence pertaining to the Project during normal business hours.

9. The Town warrants that the Project shall be open to all Palm Beach County residents on a non-discriminatory basis regardless of residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

10. The Town hereby agrees that it shall be responsible for all costs of operation and maintenance of the Project for the term of this project Agreement.

11. The County shall have the right to terminate this Agreement due to Town's non-compliance with the terms and conditions hereof or with non-compliance with Resolution No. R-99-77, as amended. Upon said termination, the Town shall refund the County all FBIP funds tendered for the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended. A determination of non-compliance by the County may result in the TOWN being ineligible for further FBIP funding until a time certain and/or under certain conditions as designated by the County. The Town may request termination of this Agreement and the County, at its sole discretion, may elect to accept said termination. In such instance, the Town shall refund the County all FBIP funds used on the Project, plus applicable interest in accordance with Resolution No. R-99-77, as amended.

12. Within the extent permitted by law and without waiving the right sovereign immunity, the Town shall indemnify and hold the County harmless from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense of whatsoever kind or nature arising in a manner directly or indirectly related to the Town's performance of this Agreement. However, the Town does not indemnify the County from and against any and all loss, suit, action, legal or administrative proceeding, claim, demand, damage, liability, interest, attorney's fee, cost and/or expense due to the County's negligence or willful misconduct. The liability limits set forth in Section 768.28, Florida Statutes, shall not be waived. This provision shall survive termination and expiration of this Agreement.

13. Prior to execution of this Agreement by the County, the Town shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from the Town's Risk manager. The Town shall, during the term of this Agreement and any extension hereof, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, to specifically cover all exposures associated with the Project and terms and conditions of this Agreement. Where permissible with respect to the above coverage, such policy shall include Palm Beach County as additional insured. All policies shall contain a clause providing the County with at least ten (10) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the foregoing requirements shall not relieve the Town of its liability and obligations under this Agreement.

14. This Agreement represents the entire agreement of the parties and 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.

15. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

16. This Agreement shall be governed by the laws of the State of Florida, and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. In the event any action, suit, or proceeding is commenced with respect to interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover all costs, expenses and fees, including without limitation, reasonable attorneys fees incurred by such party in connection herewith.

17. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, Florida 33461

As to the TOWN:

Town Manager
Town Hall
210 Military Trail
Jupiter, FL 33408

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:

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

PALM BEACH COUNTY, FLORIDA ON BEHALF
OF ITS BOARD OF COUNTY COMMISSIONERS

By: ~~Deputy Clerk~~

By: Dennis L. Eshleman
Dennis L. Eshleman, Director
Parks and Recreation Department

Witnesses

Dusan W. Vignar
Teramica Bennett

ATTEST:

TOWN OF JUPITER

By: Mark M. Boy
Town Clerk

By: [Signature]
Mayor



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Anne Delmont
COUNTY ATTORNEY

Date Received: 10-17-07

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT APPLICATION**

Part A: Identification

Applicant Information

Project Sponsor: Town of Jupiter
Project Name: Sawfish Bay Park
Liaison Agent: Russell Ruskay
Title: Director of Parks and Recreation
Address: 200 Military Trail, Jupiter, FL 33458
Telephone: 561-741-2334

I hereby certify that the information provided in this application is true and accurate.

Signature: 

Date: 10-11-07

Project Information

Grant Amount Requested: \$250,000

Project Type (check one)

Acquisition ☐

Development ☒

☒ Retroactive

Site Control (check one)

Acquisition ☐

Leased ☐

☒ Own

If Leased, Date of Expiration:

Brief Project Description:

Sawfish Bay Park is located at the junction of the Intracoastal Waterway and the Loxahatchee River with views of the historic Jupiter lighthouse. The park has been designated as historical, and was once used as a drop off and pick up point for children that accessed the land by boat to attend school. It is located on a major roadway, Alternate A1A. Amenities at this park include a 900-ft. seawall fishing pier, a canoe/kayak launch, two docks, a sand beach, pavilions, picnic tables, benches, trash receptacles, water fountains, grass parking, hiking trail and a fish cleaning station. Restrooms are on the construction plans and are currently out to bid. In addition to the parks kayak/canoe launching area, based on this park's location and other amenities, it is considered a highly desired boater's destination park.

**PALM BEACH COUNTY
FLORIDA BOATING IMPROVEMENT PROGRAM
PROJECT APPLICATION**

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Part B: Development

The project is 95-percent complete. The only outstanding features are the restrooms, which are currently out to bid. We anticipate completion by May 2008. (please see attached photos)

Project Description

Type and Estimated Cost of Proposed Development by Facility:

<u>Facility</u>	<u>Quantity</u> (Number and/or Footage)	<u>Estimate Cost</u>
Restrooms	300 sq. ft.	\$102,000
Dock/Seawall	30 ft.	\$44,750
Canoe/Kayak Launch	20 ft.	\$14,000
Parking/Access	28 spaces	<u>\$89,250</u>
Total		<u>\$250,000</u>

Attachments (Required prior to Application Consideration)

- Location Map: Attach a detailed street, road or highway map locating the project site and provide driving instructions from the nearest intersection.
- Site Plan: Attach a legal-sized conceptual site plan displaying location of planned facilities, if applicable.
- Boundary Map: Provide a boundary map clearly identifying the project boundaries.



Start: [101-126] Center St
Jupiter, FL 33458, US

End: 1001 N Highway A1a Alt
Jupiter, FL 33477-3202, US

Notes:

Sawfish Bay Park
is 1133 N. Alt. A1A, which is the property
just north of 1001 N. Alt. A1A. The park
address is not yet accessible via mapquest.

Directions

Distance

Total Est. Time: 1 minute

Total Est. Distance: 0.25 miles



1: Start out going EAST on CENTER ST toward N OLD DIXIE HWY.

<0.1 miles



2: Turn LEFT onto FL-811 N / FL-A1A ALT N / GLYNN MAYO HWY.

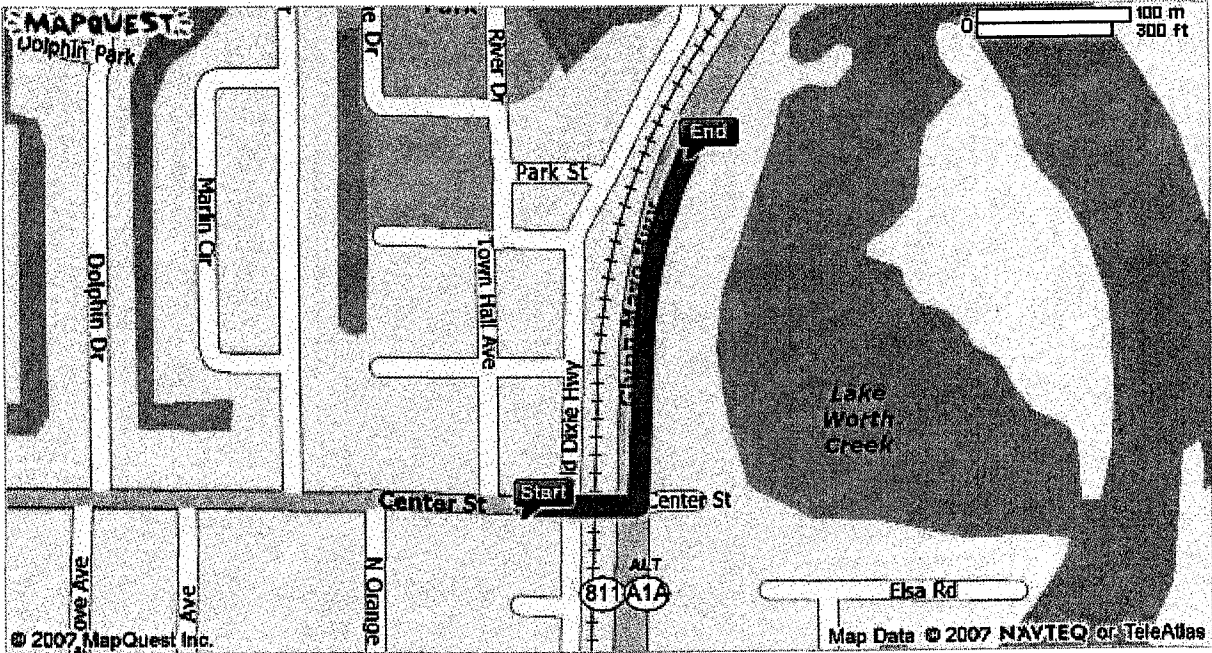
0.1 miles



3: End at 1001 N Highway A1a Alt
Jupiter, FL 33477-3202, US

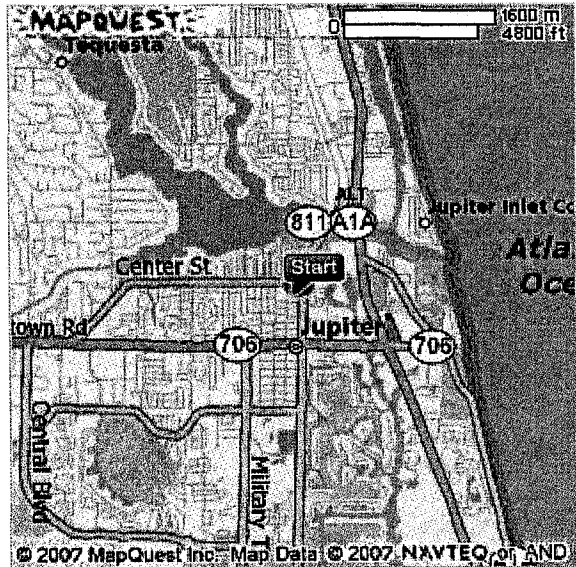
Total Est. Time: 1 minute

Total Est. Distance: 0.25 miles

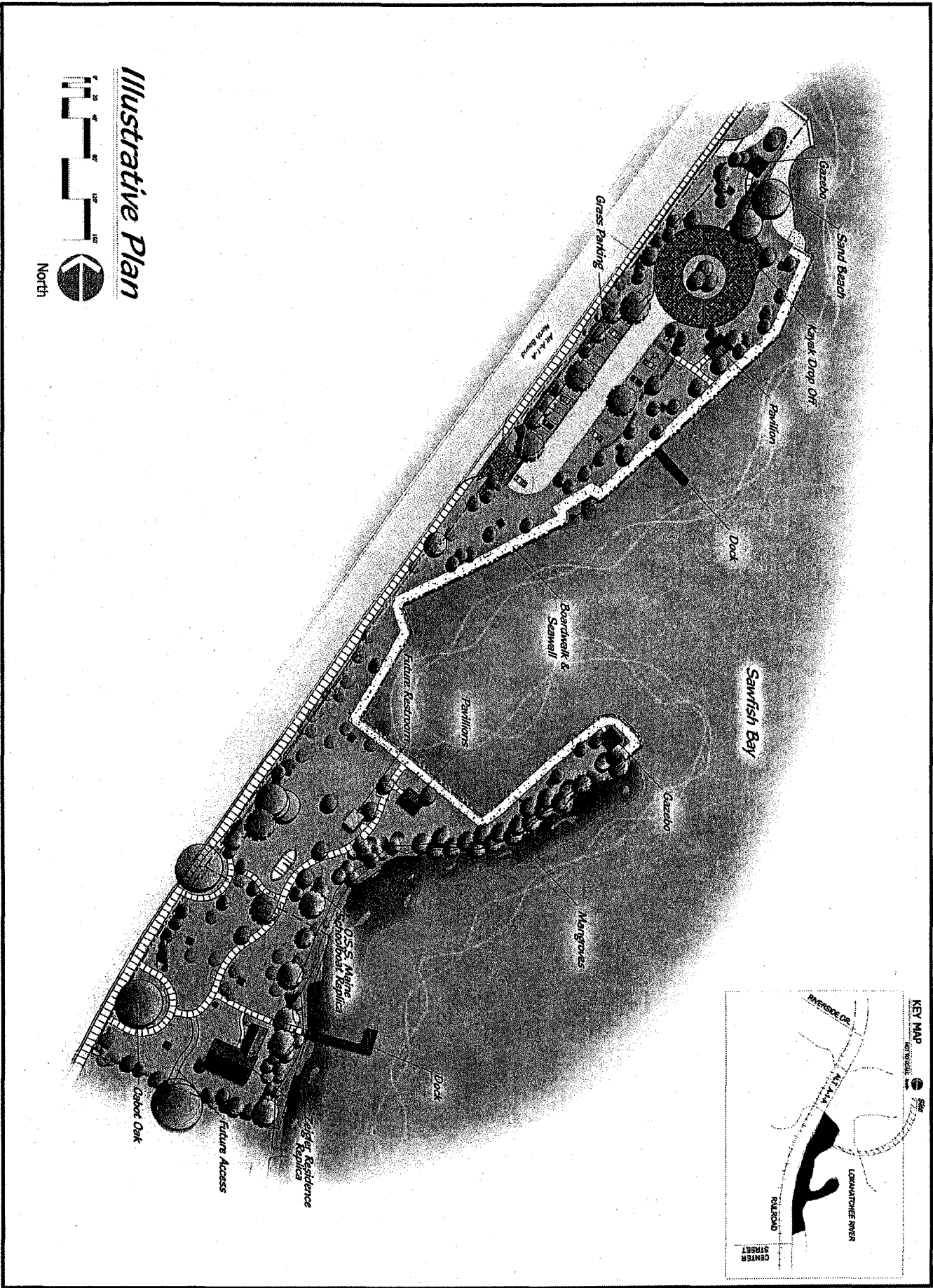


Start:
[101-126] Center St
Jupiter, FL 33458, US

End:
1001 N Highway A1a Alt
Jupiter, FL 33477-3202, US



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These directions are informational only. No representation is made or warranty given as to their content, road conditions or route usability or expeditiousness. User assumes all risk of use. MapQuest and its suppliers assume no responsibility for any loss or delay resulting from such use.



	Cotleur Hearing Landscape Architecture Planning & Design 1801 Commerce Lane Suite 100 Jupiter, FL 33458 407-741-1177	SAWFISH BAY PARK 1133 North Alternate A1A Town Of Jupiter, Florida	<div style="border: 1px solid black; width: 100px; height: 100px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 100px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; width: 100px; height: 100px;"></div>
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Site Plan/Location Map

CERTIFICATE OF COVERAGE

ISSUED ON: 12/21/2007

Designated Member
Town of Jupiter
210 Military Trail

Jupiter, FL 334585784

Administrator
Public Risk Underwriters@
P.O. Box 958455
Lake Mary, FL 32795-8455

Producer
Public Risk Insurance Agency
P. O. Box 2416

Daytona Beach, FL 32115

COVERAGES: THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST

PACKAGE AGREEMENT NUMBER: PK FL1 0502011 07-06

COVERAGE PERIOD: 10/1/2007 FROM TO 10/1/2008 12:01 AM

LIABILITY COVERAGE

- X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**
Limit \$1,000,000 / \$3,000,000 \$25,000 Deductible
- X Public Officials Liability**
Limit \$1,000,000 \$50,000 Deductible
- X Employment Practices Liability**
Limit \$1,000,000 \$50,000 Deductible
- X Employee Benefits Liability**
Limit \$1,000,000 / \$3,000,000
- X Law Enforcement Liability**
Limit \$1,000,000 \$25,000 Deductible

WORKERS' COMPENSATION COVERAGE

WC AGREEMENT NUMBER: WC FL1 0502011 07-07

- Self Insured Workers' Compensation**
- X Statutory Workers' Compensation**
25,000 Deductible
- X Employers Liability**
\$1,000,000 Each Accident
\$1,000,000 By Disease
\$1,000,000 Aggregate Disease

PROPERTY COVERAGE

- X Buildings & Personal Property**
Per schedule on file with \$25,000 Deductible
Trust Limit
Note: See coverage agreement for details on wind, food, and other deductibles.
- X Rented, Borrowed and Leased Equipment**
Limit \$250,000 TIV See Schedule for Deductible
- X All other Inland Marine**
Limit \$1,619,615 TIV See Schedule for Deductible

AUTOMOBILE COVERAGE

- Automobile Liability**
Limit \$1,000,000 \$25,000 Deductible
 - X All Owned**
Specifically Described Autos
 - X Hired Autos**
 - X Non-Owned Autos**
- Automobile Physical Damage**
 - X Comprehensive** See Schedule for Deductible
 - X Collision** See Schedule for Deductible
 - X Hired Auto** with limit of \$35,000

NOTE: The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/ Locations/ Vehicles/Special items:

RE: Palm Beach-Florida Boating Improvement Program (FBIP) Agreement for Sawfish Bay park Boating Improvements

This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

Certificate Holder

Palm Beach County BOCC
Dir of Parks & Rec
Palm Beach County Co P&R Dept
2700 Sixth Avenue South
Lake Worth, Florida 33461

CANCELLATIONS
SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

Michael Schell

AUTHORIZED REPRESENTATIVE