



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>0</b>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?			Yes _____	No <u>X</u> _____	
Does this item include the use of federal funds?			Yes _____	No <u>X</u> _____	
Does this item include the use of state funds?			Yes _____	No <u>X</u> _____	
Budget Account No.: N/A					
Fund _____ Department _____ Unit _____ Object _____ Program _____					

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
There is no fiscal impact associated with this item.

**C. Department Fiscal Review:**

S. King

**III. REVIEW COMMENTS**

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

Asadullah  
OFMB DC 12/7

Ar. S. Javed  
Contract Development and Control  
12/18/23

**B. Legal Sufficiency:**

[Signature]  
Assistant County Attorney

**C. Other Department Review:**

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

**AMENDMENT TO  
AGREEMENT AND LICENSE FOR PROPERTY ACCESS TO TRIM VEGETATION  
BETWEEN  
PALM BEACH COUNTY  
AND SEAVIEW AT JUNO BEACH PROPERTY OWNER'S ASSOCIATION, INC.**

**THIS AMENDMENT TO THE AGREEMENT AND LICENSE** is made and entered into on this 14 day of November, 2023, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "Grantor" or County, and SEAVIEW AT JUNO BEACH PROPERTY OWNER'S ASSOCIATION, INC. hereinafter referred to as "Grantee", both being herein referred to collectively as the "parties" for the sole purpose of providing access for permit approved trimming of native vegetation.

WITNESSETH:

**WHEREAS**, the parties entered into the Agreement and License for Property Access to Trim Vegetation ("Agreement") on January 15<sup>th</sup>, 2019 (R2019-0106), to grant Grantee access over County property for permit approved trimming of native vegetation; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term of the Agreement from January 15<sup>th</sup>, 2024 to November 1<sup>st</sup>, 2027, revise certain provisions as described below, and update Exhibit B with minor modifications that do not affect the location or scope of the License Premises;

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

1. Section 6, Term, of the Agreement is hereby amended as follows:

This Agreement shall be effective upon execution by both parties and shall continue ~~for five (5) years from the date of execution~~, until November 1<sup>st</sup>, 2027, unless earlier terminated as provided herein. After the ~~initial five-year~~ term, the parties shall in good faith evaluate whether this Agreement has had a detrimental effect on sea turtles and, if not, whether it should be extended. At that time, the parties may decide to extend the Agreement for an additional period of time to be agreed upon by the parties.

2. Section 9, Insurance, of the Agreement is hereby amended as follows:

Grantee and its subcontractors, agents or vendors who actually perform the vegetation trimming work provided for herein shall maintain the insurance provided for herein below, which shall cover Grantee's performance under this Agreement.

**Grantee** agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as GRANTOR's review or acceptance of

insurance maintained by Grantee is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Grantee under this contract. In addition, Grantee agrees to notify GRANTOR of any cancellation, non-renewal or material change taking place during the life of this Agreement.

**Commercial General Liability** Grantee agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Premises/Operations, Personal Injury, Product/Completed Operations, Contractual Liability, Severability of Interests or Cross Liability. Coverage shall be provided on a primary basis.

**Additional Insured** Grantee agrees to endorse COUNTY as an Additional Insured with a CG2026 Additional Insured or its equivalent – Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read “Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.

**Waiver of Subrogation** Except where prohibited by law, Grantee hereby waives any and all rights of Subrogation against the GRANTOR, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Grantee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Grantee enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** On execution of this Agreement, within forty-eight (48) hours of a request by Grantor, and upon expiration of any of the required coverage throughout the term of this Agreement, Grantee agrees to provide GRANTOR a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. In addition, Grantee agrees to notify GRANTOR of any cancellation, non-renewal or material change taking place during the life of this contract. The Certificate Holder address shall read:

PALM BEACH COUNTY

Director

Palm Beach County Department of Environmental Resources Management

2300 North Jog Road 4th floor

West Palm Beach, FL 33411

Facsimile: 561-233-2414

**In addition** to the requirements above, the following requirements apply to the vendor(s) / subcontractors who will be doing the work.

**Business Automobile Liability** Grantee agrees to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Grantee does not own automobiles, Grantee agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business

Auto Liability policy. Coverage shall be provided on a primary basis.

**Worker's Compensation Insurance & Employers Liability** Grantee agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.

~~**Additional Insured** Grantee agrees to endorse GRANTOR as an Additional Insured with a CG2026 Additional Insured or its equivalent Designated Person or Organization endorsement to the Commercial General Liability. The additional insured shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents. Coverage shall be provided on a primary basis.~~

~~**Waiver of Subrogation** Grantee hereby waives any and all rights of Subrogation against the GRANTOR, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Grantee shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Grantee enter into such an agreement on a pre-loss basis.~~

**Umbrella or Excess Liability.** Grantee may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. Grantee agrees to endorse GRANTOR as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

**Right to Review** GRANTOR reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the GRANTOR reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operating legally.

3. Section 11, Non-Discrimination, of the Agreement is hereby amended as follows:

~~Non-Discrimination. Grantor and Grantee agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, or gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The Grantor is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Grantee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are~~

treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Grantee represents and warrants that it will comply with the Grantor's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Grantee shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Grantee retaliate against any person for reporting instances of such discrimination. The Grantee shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the Grantor's relevant marketplace in Palm Beach County. The Grantee understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in Grantor contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Grantee shall include this language in its subcontracts.

4. Exhibit B, Dune Trimming East of Sea View Condo, of the Agreement is hereby deleted in its entirety and replaced with Exhibit B, attached hereto and incorporated herein.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

The remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement on the day and year first written above.

**SEAVIEW AT JUNO BEACH  
PROPERTY OWNER'S ASSOCIATION, INC.**

*Charles Glorioso*

**Charles Glorioso, Board President**

Date: 10/31/23

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

BY: /s/ Scott A. Stone

**Scott A. Stone  
Assistant County Attorney**

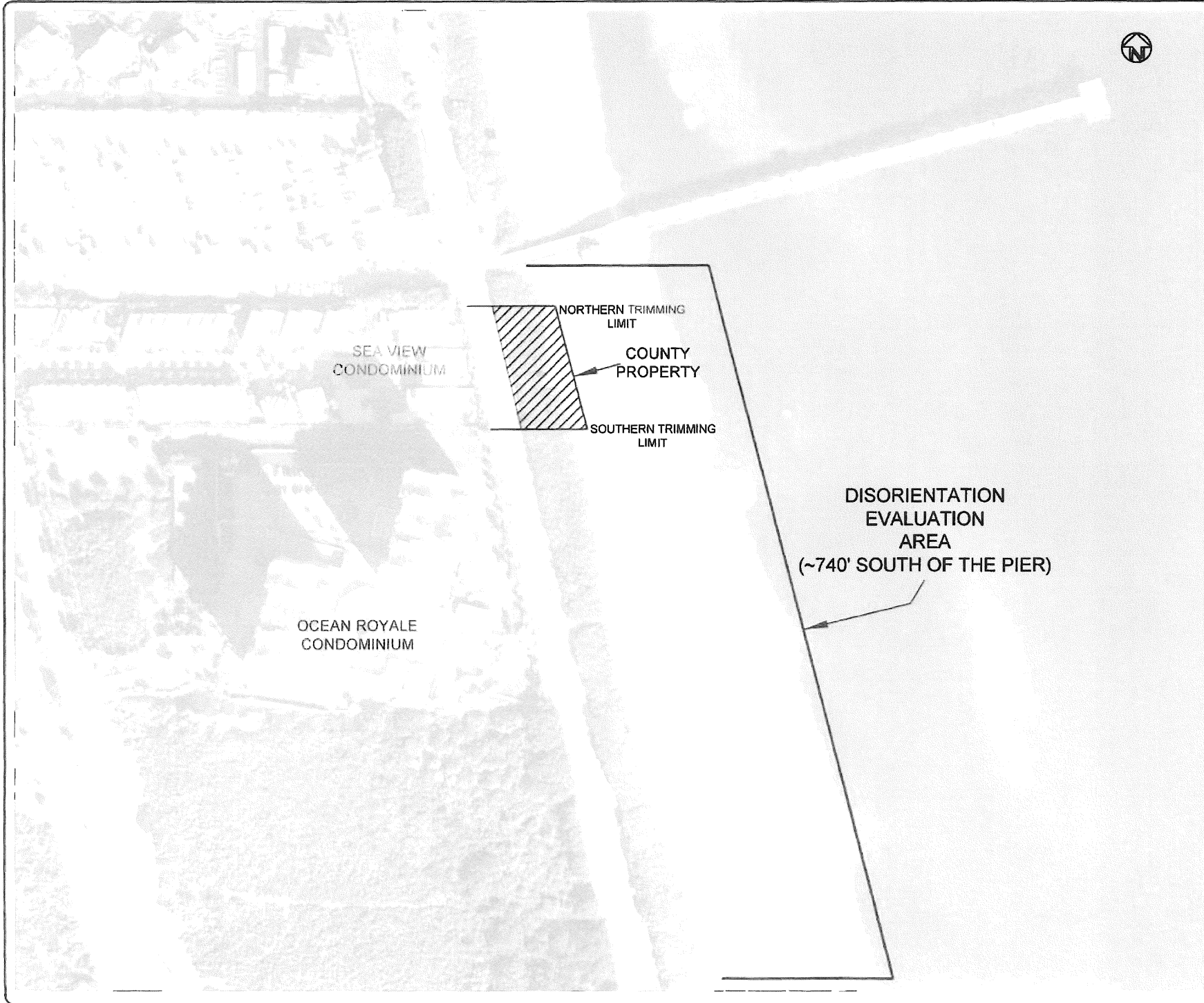
Date: 11/6/23


**PALM BEACH COUNTY**

BY: *Deborah Drum*

**Deborah Drum, Department Director  
Environmental Resources Management**

Date: 11-14-23



	
PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT 2800 NORTH JOE ROAD, 4TH FLOOR WEST PALM BEACH, FLORIDA (561) 233-2400	
Title: _____ By: _____ Remarks: _____ No. _____	Scale: AS NOTED Approved: DS Drawn: RB Checked: DS Date: 09/20/23 Field Book No. _____
SEAL	
Project: <b>DUNE TRIMMING EAST OF          SEA VIEW CONDO</b> JUNO BEACH, FLORIDA	
Sheet: <b>EXHIBIT B</b>	





**INTEROFFICE MEMORANDUM  
Palm Beach County  
Environmental Resources Management**

FEB 06 2019

**DATE:** January 31, 2019  
**TO:** Verdenia C. Baker  
County Administrator  
**THROUGH:** Patrick Rutter *PR*  
Assistant County Administrator  
**FROM:** Deborah Drum, Director *DD*  
Environmental Resources Management

**SUBJECT:** REQUEST FOR DELEGATION OF APPROVAL AUTHORITY:  
**Agreement and License for Property Access to Trim Vegetation with Seaview at Juno Beach Property Owner's Association, Inc. for permit approved trimming of vegetation on County owned beach front property in Juno Beach for a term of five years.**

On January 15, 2019, agenda item 3L3 (R2019-0106) the Board of County Commissioners approved the County Administrator, or designee, to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement.

This memorandum is my request for delegation of signatory authority for the Director or Deputy Director of Environmental Resources Management to sign all future time extensions, task assignments, certifications, and other forms associated with this Agreement, and any necessary minor amendments that do not substantially change the scope of work, terms, or conditions of the Agreement. If you agree, please sign below and return this memorandum. I am available to answer any questions you may have concerning this request. Thank you in advance for your consideration.

APPROVED: *Verdenia C. Baker* DATE: *2/6/19*  
Verdenia C. Baker, County Administrator

DD:kf  
Attachment



