

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	<u>\$2,276,385</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$2,276,385)</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>\$0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Budget Account No.:	Fund <u>4011</u>	Dept <u>721</u>	Unit <u>W039</u>	Object <u>6543</u>	

Is Item Included in Current Budget? Yes X No

Is this item using Federal Funds? Yes No X

Is this item using State Funds? Yes No X

Reporting Category N/A

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

Project costs will be reimbursed by Broward County.

C. Department Fiscal Review: See Carter file

III. REVIEW COMMENTS

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

Shirley Mente 10/17/2024
OFMB GA 10/17
AMP 10/17

Trond Macell 10/21/24
Contract Development and Control

B. Legal Sufficiency:

[Signature] 10/24/24
Assistant County Attorney

C. Other Department Review:

Department Director

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of ___, 2024, by and between **PALM BEACH COUNTY**, a subdivision of the State of Florida, hereinafter referred to as “County,” and **BOCA RATON ASSOCIATES X, LLLP**, a Florida Limited Liability Limited Partnership, hereinafter referred to as “Property Owner.”

WITNESSETH

WHEREAS, Property Owner is in the process of constructing certain utility improvements to serve the “Johns West PUD” property located between Lyons Road and State Road 7 (U.S. 441), between Lake Worth Drainage District (LWDD) Canals L-44 and L-45 – approximately a half mile north of Glades Road. (the “Property”); and

WHEREAS, as part of the utility construction project, County desires for the Property Owner to design, permit and construct a 24” reclaimed watermain and appurtenances along the 80’ Non-Plan Collector Road Right of Way inside of the project, also known as the “Spine Road” of the subject property (the “New Reclaimed Watermain”); and

WHEREAS, following completion of construction, County desires to reimburse the Property Owner for the costs of the New Reclaimed Watermain; and

WHEREAS, construction and installation of the New Reclaimed Watermain by the Property Owner is beneficial to the County and the public as it will save the County both time and money, as Property Owner’s contractor is already mobilized in the area due to the construction of facilities to serve the Property, and the design and construction of the New Reclaimed Watermain can easily be integrated into the Property’s site development.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and County hereby covenant and agree as follows:

1. **Recitals.** The foregoing statements are true and correct and are incorporated herein by specific reference.
2. **Construction of New Reclaimed Watermain.** Property Owner shall design, permit and construct, or cause to have constructed, the New Reclaimed Watermain. The New Reclaimed Watermain is more specifically described in **Exhibit “A”**, which is attached hereto and incorporated herein. The location of the New Reclaimed Watermain is shown in **Exhibit “B”**, which is attached hereto and incorporated herein. The County will have no contractual relationship with any contractor hired to install the New Reclaimed Watermain. However, County has approved the design of the New Reclaimed Watermain and will inspect the installation of the New Reclaimed Watermain to ensure construction is in accordance with the approved construction plans and specifications. The New Reclaimed Watermain shall not be considered completed until final approval by the County in accordance with Section 3 below.
3. **Reimbursement.** Attached hereto and incorporated herein as **Exhibit “C”** is an estimate of the costs to design, permit and construct the New Reclaimed Watermain (the “Estimated Costs”). Any increases to the Estimated Costs in an amount greater than \$227,638.50 (10% of the original estimate) shall require the prior approval of the County. The Construction of the New Reclaimed Water Main shall be in two phases, hereinafter referred to as Phase One - Plat One and Phase Two - Plat Four, inclusive of the aerial crossing over the Lake Worth Drainage District E-1 Canal. Following the completion of each Phase of the New Reclaimed Watermain, Property Owner shall deliver, or cause to be delivered, to the County, the Bill of Sale and Release attached hereto and incorporated herein as **Exhibit “D”**, as well as the appropriate record drawings, easements, close-out documents, and an invoice for the actual costs of the New Reclaimed Watermain. County shall determine whether the documentation provided by Property Owner is complete, and shall request additional documentation if necessary. Within thirty (30) days of receipt of all necessary close-out documentation, the County shall reimburse Property Owner the Estimated Costs (plus any agreed-upon increases) as full compensation for the design, permitting and construction of the New Reclaimed Watermain.

4. **Remedies.** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter.
5. **Successors and Assigns.** The County and the Property Owner each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the County nor the Property Owner shall assign, sublet, convey, or transfer its interest in this Agreement without prior written consent of the other.
6. **Waiver.** The failure of either party to insist on the strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that said party may have for any subsequent breach, default, or non-performance, and said party's right to insist on strict performance of this Agreement shall not be affected by any previous waiver of course or dealing.
7. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable by any court of competent jurisdiction, then the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
8. **Notice.** All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to the Property Owner, shall be mailed or delivered to the Property Owner at:

Boca Raton Associates X, LLLP
Attn: Anthony LoFurno
8756 W. Boynton Beach Blvd,
Suite 2100
Boynton Beach, FL 33472

and if to County, shall be mailed or delivered at:

Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, FL 33413-3336.
Attn: Department Director

9. **Amendment and Modification.** This Agreement may only be amended, modified, changed, supplemented or discharged by an instrument in writing signed by the parties hereto.
10. **Entirety of Agreement.** The County and the Property Owner agree that this Agreement and any Exhibits hereto set forth the entire agreement between the parties, and that 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.
11. **Palm Beach County Office of the Inspector General.** Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

12. **No Third Party Beneficiary.** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Property Owner.

13. **Non-Discrimination.** The County 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 Property Owner warrants and represents that throughout the term of this 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 this Agreement.

14. **Public Records.** Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Property Owner: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S., the Property Owner shall comply with the requirements of Section 119.0701, F.S., as it may be amended from time to time. The Property Owner is specifically required to:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- B. Upon request from the County's Custodian of Public Records ("County's Custodian") or the County's representative/liaison, on behalf of the County's Custodian, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Property Owner further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time;
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Property Owner does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the County;
- D. Upon completion of the Contract, the Property Owner shall transfer, at no cost to the County, all public records in possession of the Property Owner unless notified by the County's representative/liaison, on behalf of the County's Custodian, to keep and maintain public records required by the County to perform the service. If the Property Owner transfers all public records to the County upon completion of the Contract, the Property Owner shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Property Owner keeps and maintains public records upon completion of the Contract, the Property Owner shall meet all applicable requirements for retaining public records. All records stored electronically by the Property Owner must be provided to County, upon request of the County's Custodian or the County's representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of the County, at no cost to the County.

Property Owner acknowledges that it has familiarized itself with the requirements of Chapter 119, F. S., and other requirements of state law applicable to public records not specifically set forth herein. Failure of the Property Owner to comply with the requirements of this Section, Chapter 119, F.S. and other applicable requirements of state law, shall be a material breach of this Contract. The County shall have the right to exercise any and all remedies available to it for breach of contract as provided for hereunder, including but not limited to, the right to terminate for cause.

IF THE PROPERTY OWNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPERTY OWNER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Property Owner and County have executed or have caused this Agreement to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

ATTEST:

JOSEPH ABRUZZO, CLERK OF THE
CIRCUIT COURT & COMPTROLLER,
PALM BEACH COUNTY

PALM BEACH COUNTY, FLORIDA BY
ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

[SEAL]

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

gm By: AL. Bayat
Department Director

WITNESSES:

PROPERTY OWNER:
Boca Raton Associates X, LLLP
By: Boca Raton X Corporation,
It's General Partner

Clayton Ratliff
Type or Print Name

By: Richard M. Norwalk
Signature
Vice President
Title
Richard M. Norwalk
Typed or Printed Name

Kandida Rinker Jollay
Type or Print Name

[Corporate Seal]

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 3 day of October, 2024 by Richard M. Norwalk as Vice President of Boca Raton X Corporation, a Florida corporation, general partner of Boca Raton Associates X, LLLP, a Florida limited liability limited partnership, on behalf of such corporation and partnership. He is personally known to me or has produced as identification.

Kandida Rinker Jollay
Signature of Notary
Kandida Rinker Jollay

Typed, Printed, or Stamped Name
Of Notary: **KANDIDA RINKER JOLLAY**
Commission # **HH 373143**
Expires **July 13, 2027**

Notary Public

Serial Number

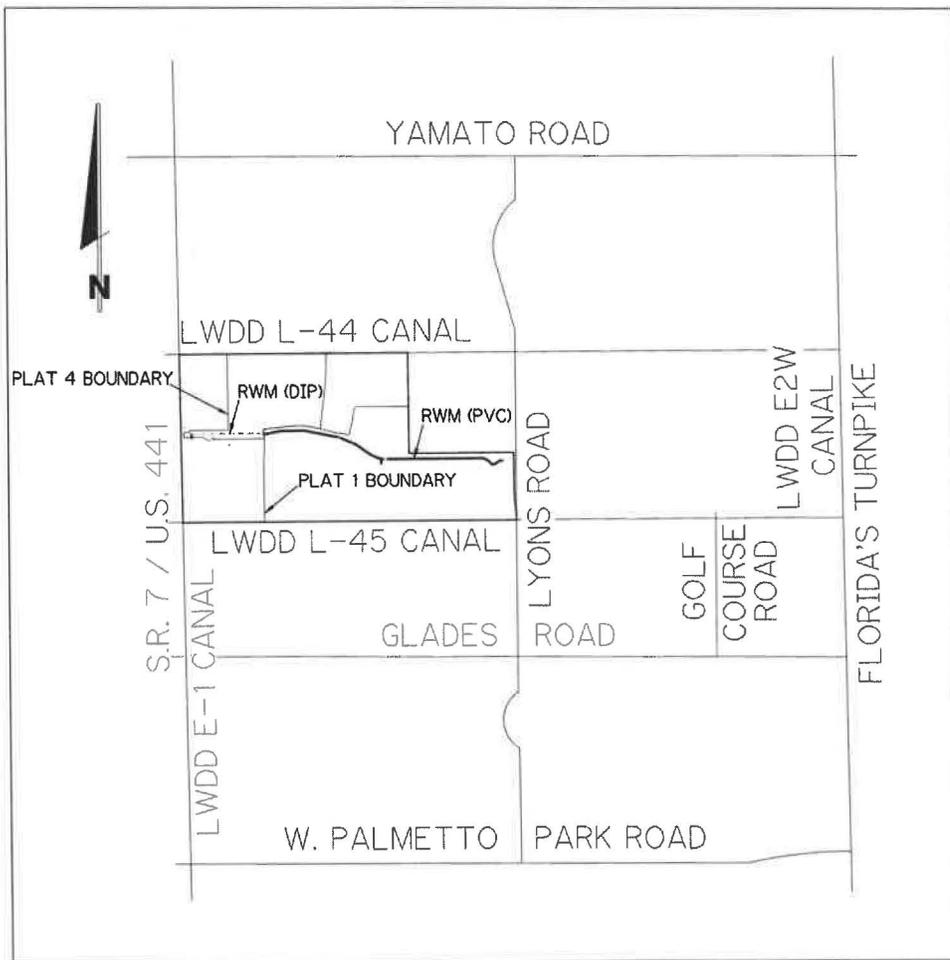
EXHIBIT "A"
DESCRIPTION OF NEW RECLAIMED WATERMAIN

The Reclaimed Watermain is located within the Johns West PUD project located between Lyons Road and State Road 7 (U.S. 441), between LWDD Canals L-44 and L-45 – approximately a half mile north of Glades Road.

Phase One - Plat One: A 24" Reclaimed Watermain as per approved plans prepared by GLH Engineering, LLC and W.U.D. Project Number 22-569. Includes 4,005 +/- LF of 24" Reclaimed Watermain and all required fittings, plug valves, casings, appurtenances.

Phase Two – Plat Four: A 24" Reclaimed Watermain as per approved plans prepared by GLH Engineering, LLC and W.U.D. Project Number 22-569. Includes 1,418 LF of 24" Reclaimed Watermain, two (2) 24" Valves, four (4) Vertical Deflections, Fittings, one (1) Steel Casing, one (1) Aerial Crossing Over the LWDD E-1 Canal and one (1) Connection to FUTURE Reclaimed Water Main in SR7.

EXHIBIT "B"
LOCATION OF NEW RECLAIMED WATERMAIN



JOHNS WEST LOCATION MAP

N.T.S.

SEC. 18 TWP. 47 S RGE. 42 E

EXHIBIT "C"
ESTIMATED COSTS OF NEW RECLAIMED WATERMAIN

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
A PHASE ONE - PLAT ONE					
1	24" DIP RWM	115	LF	\$ 268.00	\$ 30,590.00
2	24" PVC RWM	3,890	LF	\$ 242.00	\$ 941,380.00
3	24" BUTTERFLY VALVE/BOX	2	EA	\$ 14,930.00	\$ 29,860.00
4	24" MJ DIP WATERMAIN THRU 42" STEEL CASING	20	LF	\$ 677.00	\$ 13,540.00
5	MJ FITTINGS	1	LS	\$ 224,060.00	\$ 224,060.00
6	BLOWOFF	1	EA	\$ 830.00	\$ 830.00
7	FILL & FLUSH CONNECTION	1	EA	\$ 2,700.00	\$ 2,700.00
8	RECLAIM WATER TEST & CERT	4,200	LS	\$ 5.00	\$ 21,000.00
SUBTOTAL - PHASE ONE - PLAT ONE					\$ 1,263,960.00
B PHASE TWO - PLAT FOUR					
1	RECLAIM WATERMAIN 24" DIP	1360	LF	268.00	\$ 361,760.00
2	42" STEEL CASING W SPACERS	40	LF	677.00	\$ 27,080.00
3	24" DIP RJ WATERMAIN @ CASING	40	LF	307.00	\$ 12,280.00
4	24" BUTTERFLY VALVE/ BOX	2	EA	14,930.00	\$ 29,860.00
5	RWM MJ FITTINGS	1	LS	20,260.00	\$ 20,260.00
6	24" VERTICAL DEFLECTION W/FITTINGS	3	EA	23,360.00	\$ 70,080.00
7	TEMP PLUG/BLOW OFF ASSEMBLY	1	EA	830.00	\$ 830.00
8	RWM PLUG/CONN TO EX 24" RWM	2	EA	5,920.00	\$ 11,840.00
9	SUPPORT/PROTEXT EX FM @ NEW RWM XING	1	EA	2,520.00	\$ 2,520.00
10	FILL AND FLUSH CONNECTION	1	EA	2,700.00	\$ 2,700.00
11	RECLAIM WATER TEST & CERT	1460	LF	5.00	\$ 7,300.00
SUBTOTAL - PHASE TWO - PLAT FOUR					\$ 548,510.00
C PHASE TWO - OFFSITE - E-1 CANAL					
1	24" SINGLE RWM 2-PILE AERIAL CROSSING	1	EA	277,800.00	\$ 277,800.00
2	RIP RAP RUBBLE	80	SY	217.00	\$ 17,360.00
3	E-1 CANAL ESMT SOD RESTORATION	1,900	SF	2.00	\$ 3,800.00
4	GUARDRAIL REMOVAL/REINSTALLATION	1	LS	9,980.00	\$ 9,980.00
5	SIGNAGE	6	EA	620.00	\$ 3,720.00
6	TURBIDITY BARRIER	100	LF	20.00	\$ 2,000.00
7	MAINTENANCE OF TRAFFIC	1	LS	4,350.00	\$ 2,175.00
8	24" DIP RECLAIM WATERMAIN	70	LF	373.00	\$ 26,110.00
9	24" BUTTERFLY VALVE/ BOX	2	EA	16,420.00	\$ 32,840.00
10	DIP RWM PAINT STRIPE	70	LF	2.00	\$ 140.00
11	RWM MJ FITTINGS	1	LS	16,160.00	\$ 16,160.00
12	RWM ARV ASSEMBLY	1	EA	3,010.00	\$ 3,010.00
13	FILL & FLUSH CONNECTION	1	EA	5,300.00	\$ 5,300.00
14	TEMPORARY BLOWOFF	1	EA	1,010.00	\$ 1,010.00
15	RECLAIM WATER TESTING	1	LS	1,540.00	\$ 1,540.00
16	SUPPORT/PROTEXT EX FM @ NEW RWM XING	1	EA	1,360.00	\$ 1,360.00
SUBTOTAL - PHASE TWO - OFFSITE - E-1 CANAL					\$ 369,305.00
D MISCELLANEOUS					
1	SURVEY - FIELD LAYOUT/STAKING	1	LS	33,305.00	\$ 33,305.00
2	SURVEY - AS-BUILTS	1	LS	33,305.00	\$ 33,305.00
SUBTOTAL - MISCELLANEOUS					\$ 66,610.00

GRAND TOTAL:

\$ 2,276,385.00

EXHIBIT "D"
BILL OF SALE AND RELEASE

Know All Men by These Presents, that
_____, a _____,
located at _____ hereinafter referred to as
"Property Owner", for and in consideration of the sum Ten Dollars lawful money of the
United States, and other compensation set forth in that certain Reimbursement Agreement
dated _____ (County Resolution No. R _____), and received from
Palm Beach County c/o Water Utilities Department, 8100 Forest Hill Boulevard, West
Palm Beach, Florida, 33413-3336, hereinafter referred to as "County", the receipt whereof
is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by
these presents does grant, bargain, sell, transfer and deliver to the County, its administrators
and assigns, the following goods and chattels:

Those reclaimed water pipelines and related appurtenances identified on
Attachment "1", which is attached hereto and incorporated herein (hereinafter referred to
as the "New Reclaimed Watermain").

To Have and to Hold the same unto the County, its administrators and assigns
forever.

And Property Owner for its successors, and assigns, covenants to and with the
County, its administrators and assigns, that Property Owner is the lawful owner of the New
Reclaimed Watermain; that the New Reclaimed Watermain are free from all
encumbrances; that Property Owner has good right to sell the New Reclaimed Watermain,
and that Property Owner will warrant and defend the sale of the New Reclaimed Watermain
hereby made, to the County, its administrators and assigns against the lawful claims and
demands of all persons claiming by, through or under Property Owner. Property Owner
further, for itself and its successors, assigns, predecessors, affiliated entities, directors,
officers, employees, principals, agents and servants, hereby releases, acquits, and forever
discharges any and all claims it may have against the County, its departments, divisions,
elected officials and employees, for any additional payments or credits related to the
construction of the New Reclaimed Watermain.

In Witness Whereof, Property Owner has hereunto set its hand on this _____ day
of _____, 20__.

WITNESSES:

PROPERTY OWNER:

Signed and delivered in presence of:

Witness Signature

Signature

Print Name

Name

Witness Signature

Title

Print Name

NOTARY CERTIFICATE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____ who is personally known to me or has produced _____ as identification.

My Commission Expires: _____

Signature of Notary

Typed, Printed or Stamped Name of Notary

**ATTACHMENT 1 TO BILL OF SALE
NEW RECLAIMED WATERMAIN**

ATTACHMENT 2

Location Map PBCWUD Project No. 22-569,

22-581 and 24-544

