

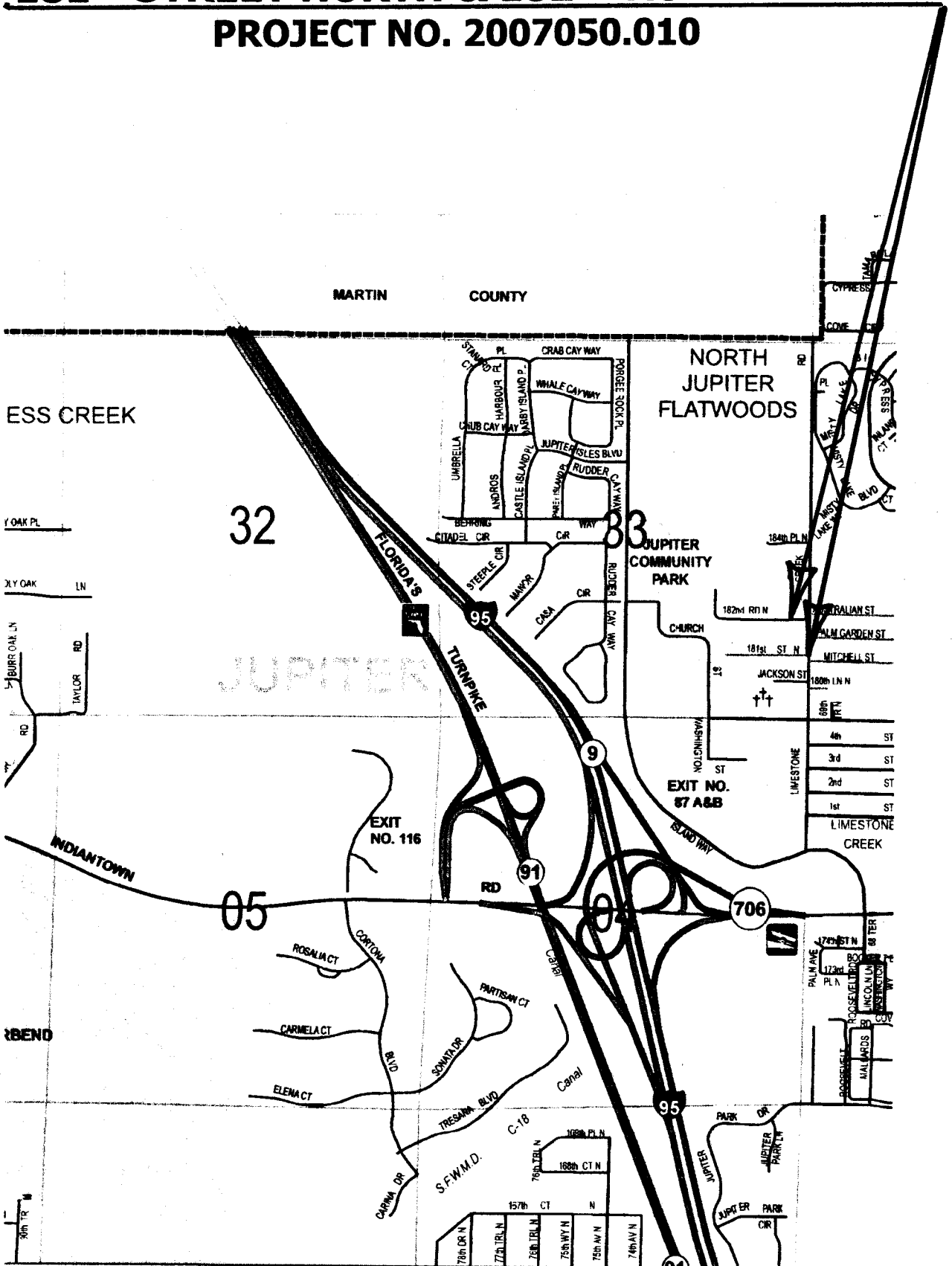




# PROJECT LOCATION

## 181<sup>ST</sup> STREET NORTH & 182<sup>ND</sup> ROAD NORTH

### PROJECT NO. 2007050.010



### LOCATION SKETCH

AGREEMENT BETWEEN THE TOWN OF JUPITER AND  
PALM BEACH COUNTY, FLORIDA  
FOR  
THE ASSESSMENT FOR THE CONSTRUCTION OF WATER MAIN  
IMPROVEMENTS  
IN THE LIMESTONE CREEK AREA

THIS AGREEMENT, hereinafter referred to as the "AGREEMENT", made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the TOWN OF JUPITER, a municipality in the State of Florida, hereinafter called and referred to as the "TOWN", and PALM BEACH COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "COUNTY".

WITNESSETH:

**WHEREAS**, the COUNTY and the TOWN are authorized to enter into this AGREEMENT pursuant to Section 163.01, Florida Statutes, as amended, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the TOWN has caused to be prepared construction plans and specifications for the construction of water main improvements on 181<sup>st</sup> Street North and 182<sup>nd</sup> Road North in the Limestone Creek Area, hereinafter referred to as "PROJECT"; and

**WHEREAS**, the TOWN is desirous of funding and constructing the PROJECT which is located in the unincorporated area of the COUNTY; and

**WHEREAS**, the COUNTY is agreeable to assessing, over a twenty (20) year period at an interest rate of 5.5%, the property owners benefitting from the improvements and transferring the collected funds to the TOWN; and

**WHEREAS**, the TOWN is agreeable to including both construction costs and connection fees in the assessment.

**NOW, THEREFORE**, for and consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the TOWN do hereby agree as follows:

1. The recitals set forth above are hereby adopted and incorporated herein by this reference.

2. The TOWN agrees to design, obtain permits, construct and maintain the PROJECT utilizing the TOWN'S funds.
3. The COUNTY agrees to:
  - A. Petition the benefitting property owners along 181<sup>st</sup> Street North and 182<sup>nd</sup> Road North, to determine that a majority (51%) are in favor of being assessed by the COUNTY for the water main improvements.
  - B. Hold a Public Hearing to confirm the benefitting property owners' assessments, once the bids are taken and actual costs are known.
  - C. Upon completion of the water main construction by the TOWN, notify the benefitting property owners that they have a limited time period during which they can enter into a water service agreement with the TOWN in order to take advantage of the COUNTY assessment program to connect to the mains.
  - D. Provide the TOWN with a list of benefitting property owners based on the assessment roll approved at the COUNTY Public Hearing.
  - E. Upon receipt from the TOWN of the list, indicating the name, address and individual connection fees, of those property owners who have agreed to be assessed for their connections, the COUNTY will include the fees in the final assessment roll.
  - F. Collect the assessments and transfer the collected funds to the TOWN.
4. The TOWN agrees to:
  - A. Allow the benefitting property owners along 181<sup>st</sup> Street North and 182<sup>nd</sup> Road North the opportunity to execute an agreement for water service connection fees so that the TOWN could immediately connect their residence to the water main system once it is completed.
  - B. Prepare a list of those property owners that have taken advantage of the water service agreement and forward it, within 10 days of project completion, to the COUNTY for inclusion in the assessment roll.
  - C. Include in the construction contract that the Contractor warrants and represents that 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, and gender identity and expression.

D. Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, 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 audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents; employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including allowing access to records relating to Bid or any resulting contract.

#### 5. Miscellaneous Provisions

A. Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be hand delivered by prepaid express overnight courier of messenger services, or mailed by registered or certified mail to the following addresses:

COUNTY    Palm Beach County Engineering Department  
            Attention: Tanya N. McConnell, P.E.  
                          Deputy County Engineer  
                          P.O. Box 21229, W. Palm Beach, FL 33416  
                          Phone 561-684-4010

TOWN        Town of Jupiter Water Department  
            Attention: David Brown, P.E., Director  
                          210 Military Trail, Jupiter, FL 33458  
                          Phone 561-746-5134

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

B. Entire Agreement. This AGREEMENT represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

C. Binding Effect. All of the terms and provisions of this AGREEMENT whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

D. Assignability. This AGREEMENT may not be assigned without prior written consent of all parties to this AGREEMENT, provided such consent may not be unreasonably withheld.

E. Severability. If any part of this AGREEMENT is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

F. Governing Law and Venue. This AGREEMENT and all transactions contemplated by this AGREEMENT shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida, and each Party hereby waives whatever their respective rights may have been in the selection of venue.

- G. Headings. The headings contained in this AGREEMENT are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this AGREEMENT.
- H. Attorney Fees. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this AGREEMENT or interpret same, or if any administrative proceeding is brought for the same purposes, each party to said action shall be responsible for its own Attorney's fees and costs, including appellate costs.
- I. Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of any subsequent breach or default in any terms and conditions.
- J. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- K. Effective Date. This AGREEMENT shall be effective as of the last date that it is signed by all parties hereto.
- L. The TOWN shall indemnify, defend, and hold harmless the COUNTY against any actions, claims, or damages arising out of TOWN'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the COUNTY for the COUNTY'S negligent acts or omissions.



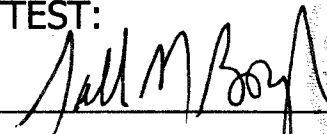
M. The COUNTY shall indemnify, defend, and hold harmless the TOWN against any actions, claims, or damages arising out of COUNTY'S negligence in connection with this AGREEMENT to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the TOWN for the TOWN'S negligent acts or omissions.

N. The TOWN shall maintain adequate records to justify all charges, expenses, and costs incurred under this AGREEMENT and in performing the work for at least three (3) years after completion of this AGREEMENT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the TOWN'S place of business.

EXECUTED by the TOWN OF JUPITER this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(Authority Seal)

ATTEST:

  
\_\_\_\_\_

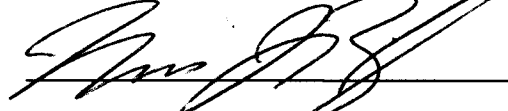
Sally Boylan, Town Clerk

TOWN OF JUPITER

  
\_\_\_\_\_

Karen J. Golonka, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

  
\_\_\_\_\_

Thomas J. Baird, Town Attorney

EXECUTED by COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

(County Seal)

ATTEST:

SHARON R. BOCK,  
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA  
By ITS BOARD OF COUNTY  
COMMISSIONERS

---

Deputy Clerk

---

Karen T. Marcus, Chair

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS  
AND CONDITIONS:

---

Assistant County Attorney

---

*Charles Rich*

Engineering