Agenda Item #: 3H-21

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	August 20, 2024	[X]	Consent Ordinance	[Regular Public Hearing
Department:	Facilities Development & O	perations	}			
	I. EXECU	TIVE BI	RIEF			
Motion and Title: S	Motion and Title: Staff recommends motion to:					
A) approve an Ind	emnity Agreement (Agreement) v		•		•	
approval for encroachment on an utility easement for renovations at Roger Dean Chevrolet Stadium (RDCS); and						
B) authorize the County Administrator or designee, which in this case shall be the Director of Facilities, Development & Operations (FDO) to execute the Agreement on behalf of the Board of County Commissioners (BCC).						
the renovation of RI columns within a sign encroach with the in which includes non-indemnify and hold arising from the Tocolumns within the constitute a waiver potential delay to the Management and the BCC approval of the	anty entered into a developer agree DCS. The renovations include the install portion of a utility easement exprovements upon the utility ease standard indemnification language the Town harmless for any and allown's acquiescence to the installed easement. The non-standard language of the County's sovereign immuse underlying renovation project, in the County Attorney's Office have its Agreement and authorization per ed with this Agreement. (FDO AD)	benefitting ment, Tove. The non- il liabilities ation of the uage does unity under accordance approved to	of a covered registrer to the Town. The standard languages and the covered results acknowledge or section 768 to the non-standard FDO Direct	remover for object of the control of	vable the force of	the Town's approval to execute the Agreement, vides that the County will including attorney's fees, canopy with supporting indemnification does not rida Statutes. Due to the 9, the Department of Risk sion and staff now seeks ecute the same. There are
Background and Justification: RDCS, completed in 1998, serves as the spring training facility for the St. Louis Cardinals and the Miami Marlins (collectively the Teams). The renovations to be completed under the County's developer agreement with JSL include public, shared and private use improvements. The Public Use improvements include replacement of the video scoreboard, upgrading the sound system, installing Wi-Fi providing a new group area on the 3rd base line, upgrading concession stands, expanding the Teams' store expanding maintenance and storage areas, expanding the visiting clubhouse, relocating the bullpens, installing a new security system, renovating administrative spaces, improving the press box area, and including art in public places. The Shared Use improvements include upgrading and installing new batting cages and agility fields expanding the facilities to include a new theater/classrooms, and providing a restroom facility at the quad. The Private Use improvements include renovating the Teams' clubhouses and the pitching mound.						
Attachments:						
 Location Map Indemnity Agree 	ement					,
	/ .	1	4			

County Administrator

Approved By:

II. FISCAL IMPACT ANALYSIS

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County					
NET FISCAL IMPACT	*		***************************************		
# ADDITIONAL FTE POSITIONS (Cumulative)	***************************************				
Is Item Included in Curr Is this item using Federa Is this item using State F	l Funds:	Yes _ Yes _ Yes _	No No No	X X X	
Budget Account No: Fu	nd D	ept	Unit	Object	_
		. /	0		
. Departmental Fisca		y y m	MENTS		_
C. Departmental Fisca	III. <u>REVI</u>			s:	-
-	III. <u>REVI</u>	Developme	nt Comment Munda	s: Madden pment and C	- 5 <i>3</i> /5/2 ontrol
OFMB Fiscal and/o	III. REVI	Developme	nt Comment Munda	Machell	- <u>3</u> /5/3 ontrol
OFMB Fiscal and/officencys	III. REVI	Developme	nt Comment Munda	Machell	- <u>5</u> 5/5/2 ontrol

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

Prepared By/Return To: Town of Jupiter Utilities 210 Military Trl Jupiter FL 33458

INDEMNITY AGREEMENT

THIS AGREEMENT made and entered into this 2011 day of Muc	100 20 24, by and
between subdivision of the State of Florida (hereinafter referred to as "	Owner") whose address is
2633 Vista Parkway, West Palm Beach, FL 33411	and the TOWN OF JUPITER
(hereinafter referred to as "Town") whose address is 210 Military Trail, Ju	piter, Florida 33458.

WITNESSETH:

WHEREAS, Owner holds title to a certain parcel of real estate more particularly described as:

SEE LEGAL DESCRIPTION AND LOCATION MAP MARKED EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

PROPERTY IDENTIFICATION NUMBER 30 - 42 - 41 - 13 - 10 - 019 - 0010 (hereinafter referred to as the "Property"), and

WHEREAS, the Property is encumbered by a certain utility easement (hereinafter referred to as the "Easement"), such Easement being for the benefit of the Town of Jupiter Utilities and other utilities, and

WHEREAS, Owner desires to install <u>a covered removable canopy with columns</u> within a portion of the Easement (hereinafter referred to as "encroachment").

WHEREAS, Owner acknowledges that in order to install within a portion of the easement, Owner must secure the approval of all other utilities for whom the easement is intended to benefit.

NOW THEREFORE, for and in consideration of the covenants set forth herein, Owner hereby agrees as follows:

The foregoing recitals are true and correct and are incorporated herein by reference.

The Town of Jupiter Utilities hereby consents to the installation by Owner of the encroachment within the Easement, which exists for the benefit of the Town's Utility, subject to the terms herein.

In consideration of the Town's Utility consent to the Owner's encroachment upon the Easement, Owner hereby agrees that in the event that the Town ever determines it is necessary to construct, maintain, repair, remove or replace any facilities of the Town located within or to be located within the Easement, and should such work require the removal or relocation of the encroachment in whole or part, such removal and replacement may be done by the Town or its agents or subcontractors at the sole cost and expense of the Owner.

This Agreement shall be binding upon the Owner, its heirs, successors, legal representatives and assigns. This Agreement shall run with the title to the Property and shall forever benefit the Town and bind the Owner and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assigns.

Owner for itself and on behalf of all future owners of the Property, hereby agrees to indemnify and hold the Town harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the Town arising from or in any way connected with the Town Utility's acquiescence to the Owner's installation of the encroachment within the Easement. The foregoing indemnification shall not constitute a waiver of Palm Beach County's sovereign immunity pursuant to section 768.28, F.S.

Town	of .	Jupiter	Utilities	Indemnity	Agreemen	t
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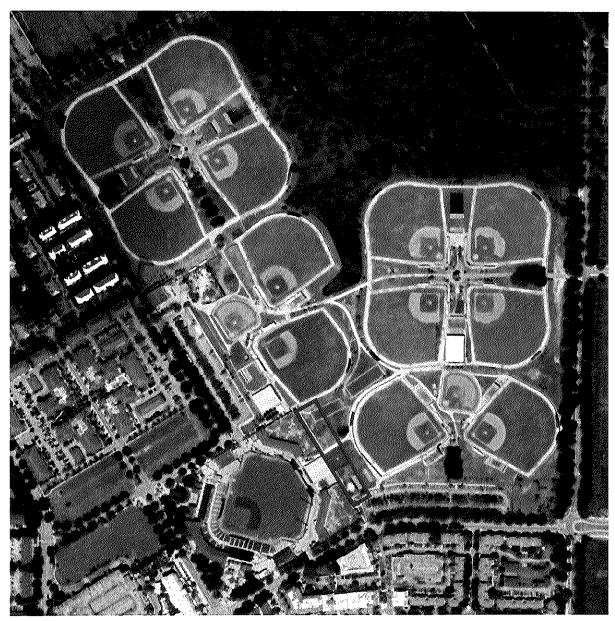
IN WITNESS WHEREOF, the Owner has executed this Agreement as of the date first above written.

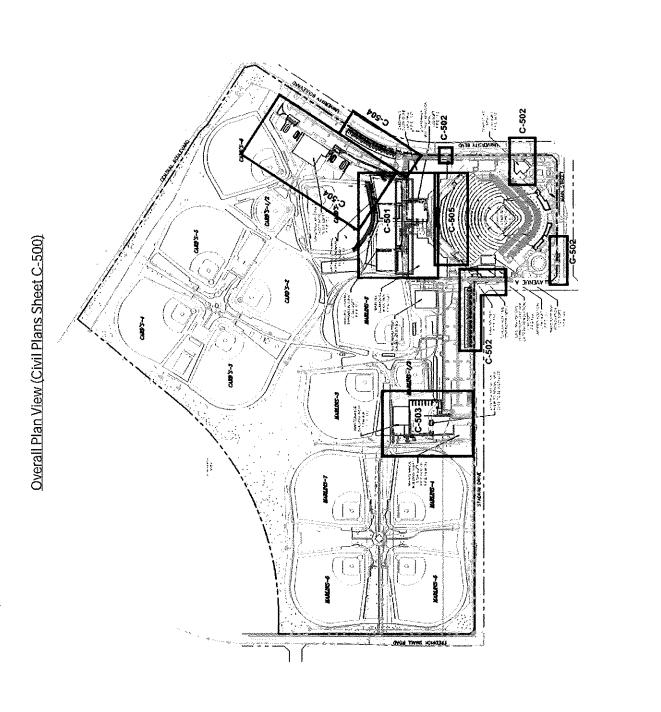
WITNESS:	
Signed, sealed and delivered in the presence of	OWNERS: PRINT NAME AND ADDRESS
digited, sealed and delivered in the presence of	By; Isami Ayala-Collazo
	Owner / Managing Entity
Witness Signature	Director Facilities Devevelopment & Operations
Print Name	Palm Beach County, a political Of: subdivision of the State of Florida
2633 Vista Parkway, West Palm Beach, FL 33411 Witness Address	Ovner Address
Witness Address	2633 Vista Parkway, West Palm Beach, FL 33411
Witness Signature	
Print Name	Owner / Authorized Agent Signature
2633 Vista Parkway, West Palm Beach, FL 33411	Isami Ayala-Collazo, Director Facilities Dev. & Operations
Witness Address	Owner / Authorized Agent Name and Title
STATE OF Florida	
COUNTY OF Palm Beach	
I HEREBY CERTIFY that before me personally appe	ared by means of \square physical presence or \square online notarization,
□of a Corp	poration organized under the Laws of the State of, or
☐ as an individual who is/are [] personally known to	me or [] has/have produced as
	gned the foregoing instrument as such officer(s), and each of whom acknowledge
the execution thereof to be their free act and deed as	such officer(s) for the uses and purposes therein mentioned, and they affixed aid instrument is the act and deed of said corporation, such execution having bee
authorized by the governing board thereof.	and monument is the act and deed of said corporation, such execution maying bee
• •	
WITNESS my hand and official seal in the County an	d State last above written, this day of 20
Seal	Notary Public
	•
BELOW SECTION	TO BE COMPLETED BY TOWN OFFICIALS:
WITNESS:	
Signed, sealed and delivered in the presence of	TOWN OF JUPITER
	Dia
Witness Signature	By:Amanda Barnes, Director of Utilities
Print Name	
Winess Address	Attest:
Witness Signature	Approved as to Form and Legal
Print Name	Sufficiency by Thomas J. Baird, Town Attorney
Witness Address	
OTATE OF ELOPIDA	
STATE OF FLORIDA COUNTY OF PALM BEACH	
	fore me by means of □ physical presence or □ online notarization this
day of .20 .bv	Director, Town of Jupiter Utilities.
who is personally known to me and who did not	, Director, Town of Jupiter Utilities, take an oath.
Natani Caal	Notary Signature
Notary Seal	Notary Signature
Town of Jupiter Utilities Indemnity Agreement	Page 2 of 2

Exhibit A

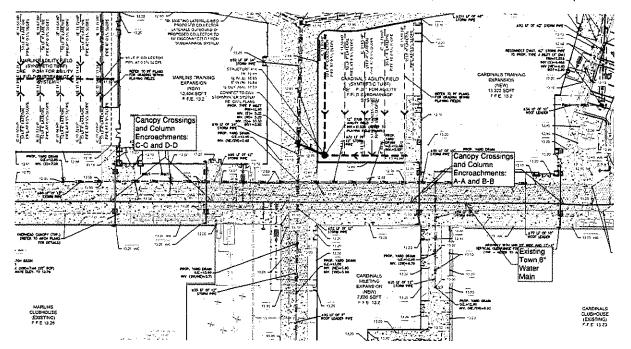
Locations of Encroachments within 10' of Town Water Main

Overall Property Aerial and General Encroachment Location





Plan View with Canopy Crossings and Column Encroachments (Civil Plans Sheet C-501)



Cross Sections A-A through D-D with Dimensions to Water Main (Civil Plans Sheet C-513)

