

Meeting Date: February 04, 1992

Agenda Item # 3-C-1

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

R92 171 0

Consent (X) Regular ( ) Ordinance ( ) Public Hearing ( )  
R/Mc 7-0

I. EXECUTIVE BRIEF

REQUEST SUBMITTED BY: ENGINEERING PUBLIC/WORKS

FOR: ENGINEERING ADMINISTRATION

MOTION AND TITLE: STAFF RECOMMENDS MOTION TO APPROVE: An Agreement with the Town of Juno Beach which will allow the permitting of the installation of paver blocks and/or stamped concrete in and on the sidewalks located within COUNTY-controlled rights-of-way known as Donald Ross Road, Ocean Drive (A1A), and Ellison Wilson Road. SUMMARY: The Town of Juno Beach is desirous of using paver blocks and/or stamped concrete for certain sidewalks along County rights-of-way and will be responsible for plans, installation, inspections, maintenance and all liability associated with installation and use.

DISTRICT #1 (ME)

BACKGROUND AND JUSTIFICATION:

The Town of Juno Beach prefers the appearance and use of paver blocks and/or stamped concrete to standard required concrete sidewalks. Since paver blocks and/or stamped concrete are not presently recognized in County codes as alternatives to concrete sidewalks, the Town is willing to execute an Indemnification Agreement to release, hold harmless, indemnify, and defend the County from any and all liabilities that might arise out of such use. In consideration for this Indemnification the County will permit Juno Beach to install paver blocks and/or stamped concrete sidewalks on County rights-of-way in the Town.

This expands on a previous limited indemnification agreement with the Town by creating a blanket indemnification and maintenance agreement for use of paver blocks and stamped concrete on County right-of-ways in Juno Beach.

Each request will be reviewed on a case-by-case basis through the requirements of the County's permitting process.

ATTACHMENTS:

- Location Sketch
- Agreement (1)

(SEE PAGE 2 FOR OFMB/PREM/CONTRACT ADMINISTRATION COMMENTS)

Recommended by: H. H. Frakes Jr. 1/6/92  
Division/Section Director Date

Reviewed by: Warren Deitch 1-10-92  
OFMB Signature Date

Legal Sufficiency Marlene R. Deitch 1-15-92  
County Attorney Date

Approved By: Berry J. Williams 1/10/92  
County Engineer Date

*Mun - Juno Beach*

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact:

Fiscal Years	1992	1993	1994	1995	1996
Capital Expenditures	--0--	--0--	--0--	--0--	--0--
Operating Costs	--0--	--0--	--0--	--0--	--0--
Revenues	--0--	--0--	--0--	--0--	--0--

Is Item Included In Current Budget? Yes  No

Budget Account No:

Fund 340 Agency 361 Organization 0286 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact:

III. REVIEW COMMENTS:

OFMB COMMENTS:

Fiscal: *NO DIST. TO THE FISCAL IMPACT.*

Contract Administration:

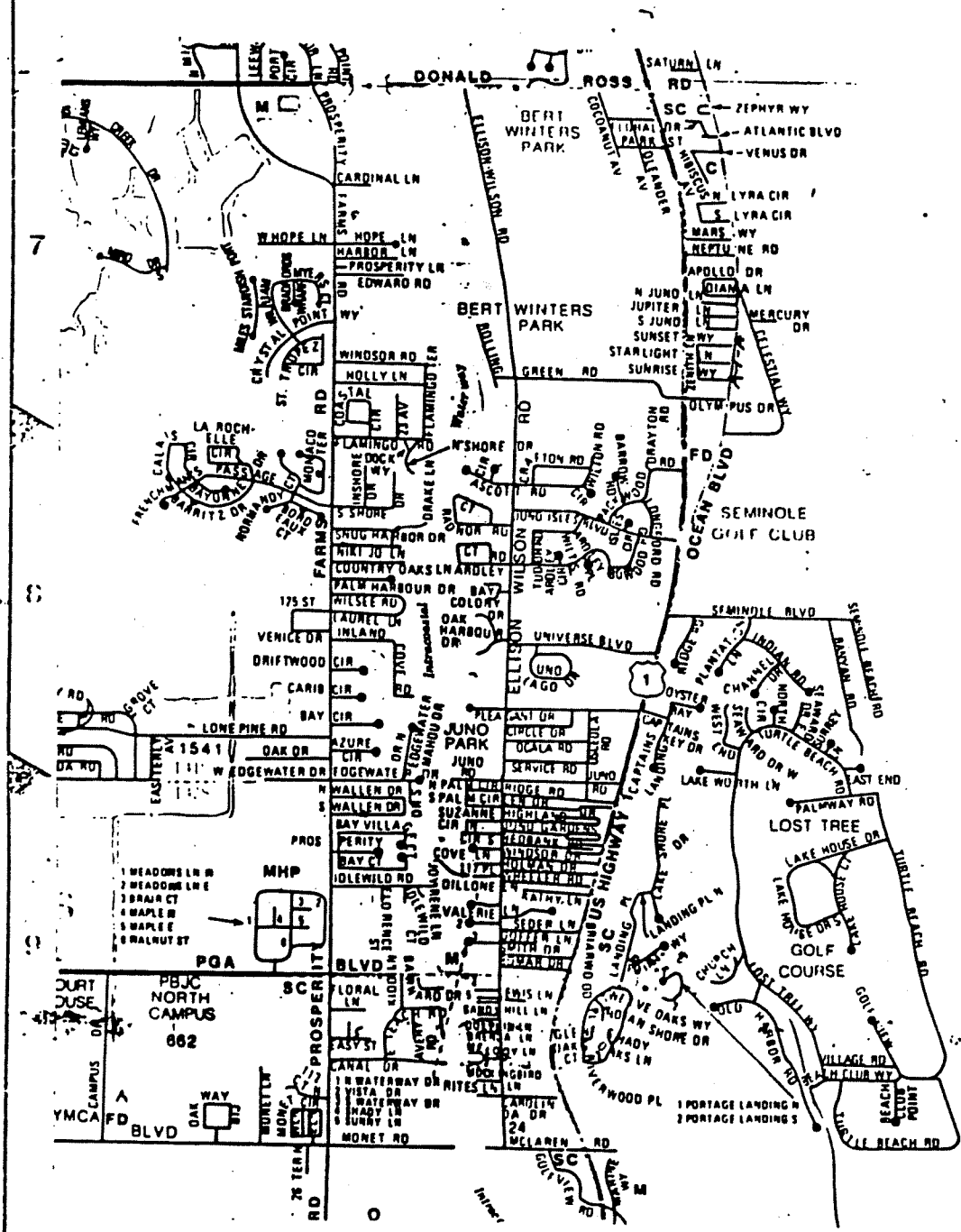
This contract complies with our contract review requirements.

PREM: Real Estate Transactions only:

OTHER:

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

REVISED 10/89  
ADM FORM 01



RECORDER'S MEMO: Legibility  
 of Writing, Typing or Printing  
 unsatisfactory in this document  
 when received.

AGREEMENT WITH AND INDEMNIFICATION  
TO PALM BEACH COUNTY  
FOR THE USE OF  
PAVER BLOCKS

THIS AGREEMENT WITH AND INDEMNIFICATION TO PALM BEACH COUNTY (hereafter the "AGREEMENT"), is made and entered into this 4 day of February, 1992, by and between the TOWN OF JUNO BEACH, a municipal corporation of the State of Florida, (hereinafter the "TOWN") and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") for good and valuable consideration in hand paid, as well as in consideration of COUNTY permitting the existence and use of paver blocks and/or stamped concrete (hereinafter the "IMPROVEMENTS") in and on the sidewalks located within COUNTY-controlled rights-of-way known as Donald Ross Road, Ocean Drive, and Ellison Wilson Road, in the TOWN (hereinafter the "RIGHTS-OF-WAY").

SECTION 1. INDEMNIFICATION

The TOWN hereby releases, holds harmless, and agrees to indemnify and defend the COUNTY, its agents, employees, and successors from any and all liabilities, causes of action, claims, and/or lawsuits, as well as any and all damages, judgments, settlements, attorney fees, costs and other expenses which arise or may ever arise as a result of the existence and/or use of the IMPROVEMENTS including but not limited to design, installation, maintenance, repair, or replacements.

SECTION 2. BINDING EFFECT

The covenants and agreements of the TOWN set forth herein shall be binding upon the TOWN, its successors and assigns.

SECTION 3. EFFECT OF TOWN CONTRACTION

The TOWN agrees to continue the performance of the obligations set forth herein in the event any portion of the RIGHTS-OF-WAY containing any IMPROVEMENTS is contracted from the TOWN pursuant to Chapter 171 F.S., or for any other reason.

SECTION 4. INSTALLATION & MAINTENANCE OF IMPROVEMENTS

The Town agrees to assume full responsibility for installation and maintenance of the improvements and further agrees that this indemnification agreement remains in full force and effect regardless of the permittee named on permits required in Section 6.

**SECTION 5. REMOVAL OR RELOCATION OF IMPROVEMENTS**

Whenever it is determined by the COUNTY that it is necessary for the safe and efficient operation of the RIGHTS-OF-WAY to construct, repair, improve, maintain, alter, or relocate all, or any portion of, the RIGHTS-OF-WAY, the TOWN shall remove the IMPROVEMENTS from the RIGHTS-OF-WAY and return the RIGHTS-OF-WAY to their original condition, at the sole expense of the TOWN, within thirty (30) days of receipt of a written request for same from the COUNTY.

**SECTION 6. PLAN REVIEW, PERMITTING, AND INSPECTION BY COUNTY**

The COUNTY shall be responsible for reviewing all plans, issuing all necessary permits, and shall conduct a joint inspection(s) with the TOWN of all IMPROVEMENTS in any RIGHTS-OF-WAY upon written notification by the permittee to the COUNTY and the TOWN in accordance with permitting regulations.

**SECTION 7. TERMINATION**

The TOWN may request termination of this Agreement should the COUNTY revise, amend, or eliminate the COUNTY policy prohibiting IMPROVEMENTS in or on COUNTY-controlled rights-of-way.

**SECTION 8. NOTICES**

All notices, including changes in the following addresses, required to be given provided by the Agreement, shall be given by: (1) by certified or registered mail, return receipt requested; or, (2) by personal delivery to the party, evidenced by a written receipt signed by the recipient of the notice.

A) As to the COUNTY:

B) As to the TOWN:

Ms. Gail Nelson, Town Manager  
841 Ocean Drive  
Juno Beach, Florida 33477

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

R92 171 D

TOWN OF JUNO BEACH

By: William Kollmer  
WILLIAM KOLLMER, MAYOR  
TOWN OF JUNO BEACH

Attest:

Juno Beach Town Clerk

By: Deborah Manzo  
Deborah Manzo

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
Town Attorney

PALM BEACH COUNTY, FLORIDA, BY  
ITS BOARD OF COUNTY COMMISSIONERS

By: Karen T. Marcus  
KAREN T. MARCUS, CHAIR

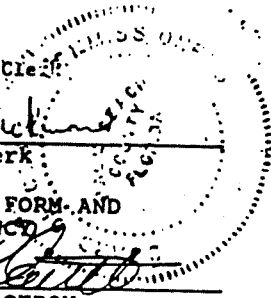
Attest:

Milton T. Bauer, Clerk

By: Deputy Clerk  
Deputy Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: [Signature]  
County Attorney



JUNO.PBC.INDEM

3

R 92 171 G

**BOOSE CASEY CIKLIN  
LUBITZ MARTENS McBANE  
& O'CONNELL**

515 North Flagler Drive, Suite 1700  
West Palm Beach, Florida 33401  
561-832-5900  
Fax: 561-820-0381

**FAX TRANSMISSION COVER SHEET**

Date: 11/29/00

To: *Martens Everett*

Fax: 355-4398

Re: *Town of Juno Beach*  
File No.: 17574

Sender: *Gregory S. Kino, Esquire*

YOU SHOULD RECEIVE 11 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL 561-832-5900.

*Martens,  
Here are materials we  
discussed. I failed to mention that Bill  
Nelson, Town Manager, has spoken to Karen*

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS ATTORNEY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

*Martens and she understands the Town may  
have to look to the County for support on  
this claim.  
Greg*

LAW OFFICES  
**WICKER, SMITH, TUTAN, O'HARA  
McCoy, Grattax & Ford, P.A.**  
MELLON UNITED NATIONAL BANK TOWER, SUITE 2000

MIAMI OFFICE  
GROVE PLAZA BUILDING, 5TH FLOOR  
2500 MIDDLE STREET (O.W. PRATTENHACE)  
MIAMI, FLORIDA 33133  
(305) 440-3635  
TELECOPIER (305) 441-1745

1645 PALM BEACH LAKES BOULEVARD  
P.O. BOX 2508  
WEST PALM BEACH, FLORIDA 33408  
(561) 689-2500  
TELECOPIER (561) 689-2500

ORLANDO OFFICE  
BANK OF AMERICA CENTER, SUITE 1000  
300 NORTH ORANGE AVENUE  
P.O. BOX 2753  
ORLANDO, FLORIDA 32802  
(407) 441-2000  
TELECOPIER (407) 649-0118

FORT LAUDERDALE OFFICE  
SOUTHTRUST TOWER, 5TH FLOOR  
ONE EAST UROWARD BOULEVARD  
P.O. BOX 11460  
FORT LAUDERDALE, FLORIDA 33302  
(954) 487-0400  
TELECOPIER (954) 760-1155

NAPLES OFFICE  
AMOUTH BANK BUILDING, SUITE 407  
4511 TAMiami TRAIL NORTH  
NAPLES, FLORIDA 34103  
(941) 430-1100  
TELECOPIER (941) 430-1101

TAMPA OFFICE  
100 NORTH TAMPA STREET, SUITE 3450  
P.O. BOX 2197  
TAMPA, FLORIDA 33602  
(813) 272-3333  
TELECOPIER (813) 272-3333

November 1, 2000

Joseph LoBello  
Town of Juno Beach  
Juno Beach Town Center  
340 Ocean Drive  
Juno Beach, FL 33408

RE: Richards v. City of Juno Beach  
Our File No.: 44160-9

Dear Mr. LoBello:

Please allow this letter to confirm our discussions today concerning the referenced litigation. The indemnity agreement with the County does not appear to cover the sidewalk at issue. Of course, there are no guarantees, and the Court may construe the agreement to cover the sidewalk; however, the indemnity agreement specifically describes the improvements as stamped concrete and pavers. Because this incident occurred on poured concrete rather than pavers or stamped concrete, you will raise this issue with the County, and Juno Beach will determine very quickly whether to amend its Answer or file third party litigation against the County.

It is very important that this decision is made soon as the case is presently scheduled for trial in February. Please contact me as soon as the Town has made a decision so that we can protect the Town's interest. In the meantime, I have presented the issue to the carrier for their input. When I hear from the carrier, I will let you know.

Thank you for your attention to this matter.

Very truly yours,

  
Charles E. Cartwright



IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA.

CASE NO:

DOROTHY I. RICHARDS, and  
HAROLD W. RICHARDS,

Plaintiffs,

v.

CITY OF JUNO BEACH,

Defendant.

SUBMITTED: JUBBIS MANZO  
TOWN CLERK

3/7/00

1:45p

000111840

*J*  
eps #234  
Jim Miller

SUMMONS

THE STATE OF FLORIDA  
TO ALL SINGULAR THE SHERIFFS OF SAID STATE:

YOU ARE HEREBY COMMANDED to serve this Summons and copy of the Complaint or  
petition in this action on Defendant: City of Juno Beach

By serving:

Frank Harris  
Mayor of Juno Beach  
340 Ocean Drive  
Juno Beach, FL 33408

Each Defendant is required to serve written defenses to the Complaint or petition on Davis, Gordon & Doner, P.A., Northbridge Centre, Ste. 700, 515 N. Flagler Drive, West Palm Beach, FL 33401 within twenty days after service of this Summons on Defendant, exclusive of the day of service, and to file the original of the defenses with the clerk of this Court either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, a default will be entered against the Defendant for relief demanded in the Complaint or Petition.

WITNESS my hand and Seal of said Court.

FEB 02 2000

DOROTHY H. WILKIN  
As Clerk of the Court

By: FRANCIS G. RUIZ  
Deputy Clerk

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: 02 001118 AD

DOROTHY I. RICHARDS, and  
HAROLD W. RICHARDS, his wife,

Plaintiffs,

v.

CITY OF JUNO BEACH

Defendant.

---

DOROTHY H. WILKEN  
CLERK OF CIRCUIT COURT  
CIRCUIT CIVIL DIVISION

FEB 02 2003

COPY / ORIGINAL  
RECEIVED FOR FILING

**COMPLAINT**

The Plaintiffs, DOROTHY I. RICHARDS and HAROLD W. RICHARDS, her husband, sue the Defendant, CITY OF JUNO BEACH, and alleges:

**GENERAL ALLEGATIONS**

1. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of attorneys' fees and costs.
2. At all times material hereto, Plaintiffs were and are residents of Palm Beach County, Florida.
3. The accident giving rise to the instant cause occurred in Palm Beach County, Florida.

4. On or about November 27, 1997, DOROTHY I. RICHARDS, was walking along a sidewalk on Ocean Drive in Palm Beach County, Florida, which the City of Juno Beach had a duty to maintain and repair when she tripped and fell on an uneven portion of the pavement between two slabs.

5. As a result of the negligent failure of the Defendant, CITY OF JUNO BEACH, to properly maintain and repair the sidewalk described above, the Plaintiff, DOROTHY I. RICHARDS, suffered bodily injury that is permanent with a reasonable degree of medical probability and resulting pain and suffering, disability, disfigurement, mental anguish, loss of capacity for the enjoyment of life, expense of hospitalization, medical and nursing care and treatment, loss of earnings, loss of ability to earn money and aggravation of a pre-existing condition. The losses are either permanent or continuing and the Plaintiff will suffer the losses in the future.

6. The Plaintiffs have complied with all provisions of Florida Statute 768.28.

7. At all times material hereto, Plaintiff, HAROLD W. RICHARDS, was the lawful spouse of the Plaintiff, DOROTHY I. RICHARDS.

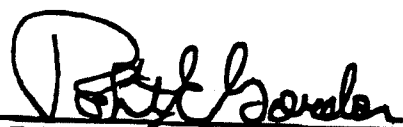
8. As a direct and proximate result of the injuries sustained by the Plaintiff, DOROTHY I. RICHARDS, the Plaintiff, HAROLD W. RICHARDS, has in the past and will suffer in the future the loss of services, companionship and consortium of his wife, DOROTHY I. RICHARDS.

WHEREFORE, the Plaintiffs, DOROTHY I. RICHARDS and HAROLD W. RICHARDS, demand judgment against the Defendant, CITY OF JUNO BEACH, for

damages and any other relief this Court deems just and proper. Further, the plaintiffs demand trial by jury.

DATED this 2 day of February, 2000.

DAVIS, GORDON & DONER, P.A.  
515 North Flagler Drive  
Northbridge Centre, Suite 700  
West Palm Beach, Florida 33401  
Telephone: (561) 659-7337

BY:   
ROBERT E. GORDON  
FBN: 260479

Meeting Date: **APRIL 24, 1992** Agenda: **3** Page: **3-2-92**

**JUNE BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY R92 171 D**

Consent (X) Regular ( ) Ordinances ( ) Public Hearing ( )

**I. RESOLUTIONS**

**RESOLUTION SUBMITTED BY: ENGINEERING DEPARTMENT**

**FOR: ENGINEERING ADMINISTRATION**

**RESOLUTION AND TERMS:** STAFF MEMORANDUM DATED 1/20/92. An Agreement with the Town of June Beach which will allow the permitting of the installation of paver blocks and/or stamped concrete in and on the sidewalks located within County-controlled rights-of-way known as Donald Ross Road, Ocean Drive (A1A), and Ellison Wilson Road. **AGENDA:** The Town of June Beach is desirous of using paver blocks and/or stamped concrete for certain sidewalks along County rights-of-way and will be responsible for plans, installation, inspections, maintenance and all liability associated with installation and use.

**STAFF: 01 (ND)**

**BACKGROUND AND JUSTIFICATION:**

The Town of June Beach prefers the appearance and use of paver blocks and/or stamped concrete to standard required concrete sidewalks. Since paver blocks and/or stamped concrete are not presently recognized in County codes as alternatives to concrete sidewalks, the Town is willing to assume an indemnification agreement to release, hold harmless, indemnify, and defend the County from any and all liabilities that might arise out of such use. In consideration for this indemnification the County will permit June Beach to install paver blocks and/or stamped concrete sidewalks on County rights-of-way in the Town.

This expands on a previous limited indemnification agreement with the Town by granting a blanket indemnification and maintenance agreement for use of paver blocks and stamped concrete on County rights-of-ways in June Beach.

Such request will be reviewed on a case-by-case basis through the requirements of the County's permitting process.

**Attachments:**

- Location Sketch
- Agreement (1)

**(SEE PAGE 2 FOR OVER/PERM/CONTRACT ADMINISTRATION COMMENTS)**

Recommended by: *H. J. Fisher* Division Director 1/9/92 Date

Reviewed by: *M. J. [Signature]* 1-10-92 Date

Local Jurisdiction: *M. J. [Signature]* 1-15-92 Date

Approved by: *Ray T. Hill* County Engineer 1/10/92 Date

*Stea Hannon 1-20-00/02*

**FIVE YEAR SUMMARY OF**

Fiscal Year	1982	1983	1984	1985	1986
Capital Expenditures	---	---	---	---	---
Operating Costs	---	---	---	---	---
Revenues	---	---	---	---	---

Is Item Included in Current Budget?  Yes  No

Budget Account No: \_\_\_\_\_

Fund 360 Agency 361 Organization 0280 Object 4551

**Accounting Summary of Funds/Summary of Fiscal Year**

This contract complies with all contract review requirements. The contractor has provided all necessary information and documentation to support the contract. The contract is in compliance with all applicable laws and regulations.

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**Real Estate Transactions only**

and Revenue

CONTROL

**THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT**

REVISED 10/80

and page 01

SPAIN

R92 171 0

121191

**AGREEMENT WITH AND INDEMNIFICATION  
TO PALM BEACH COUNTY  
FOR THE USE OF  
PAVER BLOCKS**

**THIS AGREEMENT WITH AND INDEMNIFICATION TO PALM BEACH COUNTY** (hereafter the "AGREEMENT"), is made and entered into this 4 day of February, 1992, by and between the TOWN OF JUNO BEACH, a municipal corporation of the State of Florida, (hereinafter the "TOWN") and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter the "COUNTY") for good and valuable consideration in hand paid, as well as in consideration of COUNTY permitting the existence and use of paver blocks and/or stamped concrete (hereinafter the "IMPROVEMENTS") in and on the sidewalks located within COUNTY-controlled rights-of-way known as Donald Ross Road, Ocean Drive, and Ellison Wilson Road, in the TOWN (hereinafter the "RIGHTS-OF-WAY").

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The TOWN hereby releases, holds harmless, and agrees to indemnify and defend the COUNTY, its agents, employees, and successors from any and all liabilities, causes of action, claims, and/or lawsuits, as well as any and all damages, judgments, settlements, attorney fees, costs and other expenses which arise or may ever arise as a result of the existence and/or use of the IMPROVEMENTS including but not limited to design, installation, maintenance, repair, or replacements.

**SECTION 2. BINDING EFFECT**

The covenants and agreements of the TOWN set forth herein shall be binding upon the TOWN, its successors and assigns.

**SECTION 3. EFFECT OF TOWN CONTRACTION**

The TOWN agrees to continue the performance of the obligations set forth herein in the event any portion of the RIGHTS-OF-WAY containing any IMPROVEMENTS is contracted from the TOWN pursuant to Chapter 171 F.S., or for any other reason.

**SECTION 4. INSTALLATION & MAINTENANCE OF IMPROVEMENTS**

The Town agrees to assume full responsibility for installation and maintenance of the improvements and further agrees that this indemnification agreement remains in full force and effect regardless of the permittee named on permits required in Section 6.

**SECTION 5. REMOVAL OR RELOCATION OF IMPROVEMENTS**

Whenever it is determined by the COUNTY that it is necessary for the safe and efficient operation of the RIGHTS-OF-WAY to construct, repair, improve, maintain, alter, or relocate all, or any portion of, the RIGHTS-OF-WAY, the TOWN shall remove the IMPROVEMENTS from the RIGHTS-OF-WAY and return the RIGHTS-OF-WAY to their original condition, at the sole expense of the TOWN, within thirty (30) days of receipt of a written request for same from the COUNTY.

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The COUNTY shall be responsible for reviewing all plans, issuing all necessary permits, and shall conduct a joint inspection(s) with the TOWN of all IMPROVEMENTS in any RIGHTS-OF-WAY upon written notification by the permittee to the COUNTY and the TOWN in accordance with permitting regulations.

**SECTION 7. TERMINATION**

The TOWN may request termination of this Agreement should the COUNTY revise, amend, or eliminate the COUNTY policy prohibiting IMPROVEMENTS in or on COUNTY-controlled rights-of-way.

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A) As to the COUNTY:

B) As to the TOWN:

Ms. Gail Nelson, Town Manager  
841 Ocean Drive  
Juno Beach, Florida 33477

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.



TOWN OF JUNO BEACH, PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

*Well* *Kare Marcus*  
KAREN S. MARCUS, CHAIR

Attest: *[Signature]*  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

*[Signature]* *[Signature]*  
Town Attorney County Attorney

...in the following manner...

...MAYOR...

JUNO, PBC. INC. ...

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA

CASE NO.: CL 00-01118 AO

DOROTHY I. RICHARDS, and  
HAROLD W. RICHARDS, her husband,

Plaintiffs,

v.

CITY OF JUNO BEACH

Defendant.

SUBPOENA FOR DEPOSITION \*DUCES TECUM

TO: George T. Webb  
c/o Palm Beach County Engineering Dept.  
301 North Olive Avenue  
West Palm Beach, Florida 33401

YOU ARE COMMANDED to appear before a person authorized by law to take depositions at the offices of Pleasanton, Greenhill & Associates, 120 South Olive Avenue, Suite 601, Guaranty Building, West Palm Beach, Florida 33401 on Thursday, February 8, 2001 at 9:30 a.m., for the taking of your deposition in the above-styled cause.

You are to have and bring with you at that time and place the following:

**\*DUCES TECUM: TO THEN AND THERE BRING AND PRODUCE ALL DOCUMENTS IN POSSESSION OF PALM BEACH COUNTY RELATING TO THAT DOCUMENT KNOWN AS AGREEMENT WITH AND INDEMNIFICATION TO PALM BEACH COUNTY FOR THE USE OF PAVER BLOCKS (a copy of which is attached).**

If you fail to appear, you may be held in contempt of court.

You are subpoenaed by the attorney whose name appears on this subpoena and, unless excused from this subpoena by this attorney or the court, you shall respond to this subpoena as directed.

Dated this 20<sup>th</sup> day of January, 2001.

Gordon & Doner, P.A.  
4114 Northlake Boulevard  
Suite 200  
Palm Beach Gardens, FL 33410  
561-799-5070

DOROTHY H. WILKEN  
For the Clerk

  
By: Robert E. Gordon  
Florida Bar No: 260479

*Jenny - Porce - Legal*

GORDON & DONER, P.A.

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**TO PALM BEACH COUNTY**  
**FOR THE USE OF**  
**PAVER BLOCKS**

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All notices, including changes in the following addresses, required to be given provided by the Agreement, shall be given by: (1) by certified or registered mail, return receipt requested; or, (2) by personal delivery to the party, evidenced by a written receipt signed by the recipient of the notice.

A) As to the COUNTY:

B) As to the TOWN:

Ms. Gail Nelson, Town Manager  
841 Ocean Drive  
Juno Beach, Florida 33477

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

Consent (X) Regular ( ) Ordinances ( ) Public Hearing ( )

1. EXECUTIVE BRIEF

REQUEST SUBMITTED BY: ENGINEERING PUBLIC WORKS

FOR: ENGINEERING ADMINISTRATION

**NOTION AND TITLE:** STAFF RECOMMENDS ACTION TO APPROVE: An Agreement with the Town of June Beach which will allow the permitting of the installation of paver blocks and/or stamped concrete in and on the sidewalks located within COUNTY-controlled rights-of-way known as Donald Ross Road, Ocean Drive (A1A), and Ellison Wilson Road. **SUMMARY:** The Town of June Beach is desirous of using paver blocks and/or stamped concrete for certain sidewalks along County rights-of-way and will be responsible for plans, installation, inspections, maintenance and availability associated with installation and use.

DISTRICT #1 (M)

**BACKGROUND AND JUSTIFICATION:**

The Town of June Beach prefers the appearance and use of paver blocks and/or stamped concrete to standard required concrete sidewalks. Since paver blocks and/or stamped concrete are not presently recognized in County codes as alternatives to concrete sidewalks, the Town is willing to execute an Indemnification Agreement to release, hold harmless, indemnify, and defend the County from any and all liabilities that might arise out of such use. In consideration for this Indemnification the County will permit June Beach to install paver blocks and/or stamped concrete sidewalks on County rights-of-way in the Town.

This expands on a previous limited indemnification agreement with the Town by creating a blanket indemnification and maintenance agreement for use of paver blocks and stamped concrete on County right-of-ways in June Beach.

Each request will be reviewed on a case-by-case basis through the requirements of the County's permitting process.

**ATTACHMENTS:**

- Location Sketch
- Agreement (1)

(SEE PAGE 2 FOR OTHER/FORM/CONTRACT ADMINISTRATION COMMENTS)

Recommended by: H. H. Freke, Jr. 1/6/92  
Division Director Date

Reviewed by: Warren G. Bell 1-10-92  
Open Signature Date

Legal Sufficiency: Markus R. Smith 1-15-92  
County Attorney Date

Approved by: Bruce T. Hill 1/10/92  
County Engineer Date