

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$232,000	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$232,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X
 Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
 Program _____

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

Transportation Improvement Fund
 Reserve for District 4
 Coconut Ln/Between Military & Barwick Rd Beaut-Dist 4

C. Departmental Fiscal Review: R. D. Ward 1/24/07

III. REVIEW COMMENTS

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

Jim Dink 2-5-07 OFMB
Contract Dev. and Control
 2-5-07 2/16/07 2/16/07

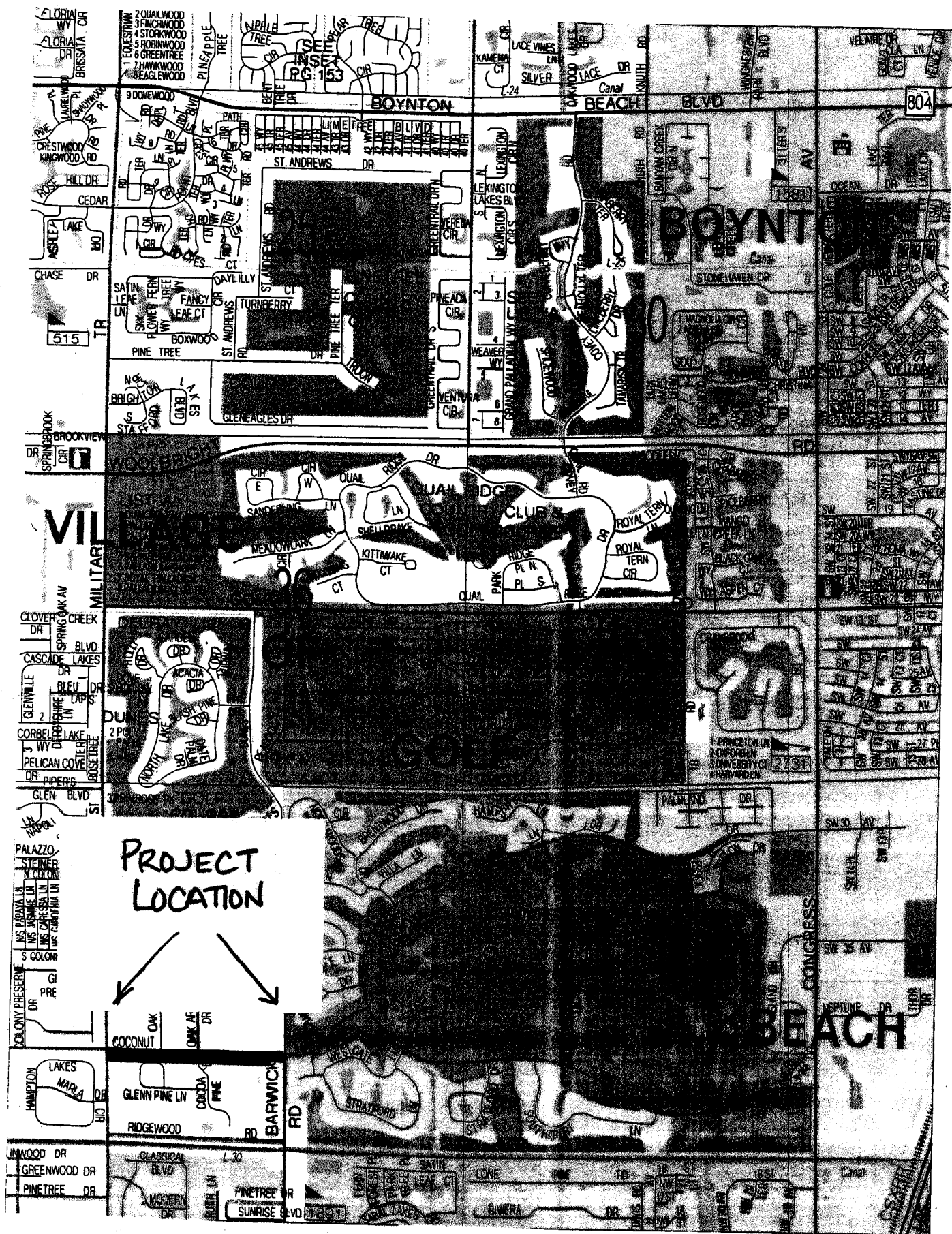
B. Approved as to Form and Legal Sufficiency:

Marlene R. Smith 2/20/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



LOCATION SKETCH

From: Andrew Hertel
To: Gary Gregory
Date: 1/24/2007 7:08:54 AM
Subject: Fwd: Re: Coco Pines Estates Beautification Authorization Request

>>> Kate Scott 1/23/07 3:12:38 PM >>>
The authorization you have requested.

>>> "Mary McCarty" <marymccarty@mycingular.blackberry.net> 1/23/2007 2:59 PM >>>
Ok.

-----Original Message-----

From: "Kate Scott" <KFScott@co.palm-beach.fl.us>
Date: Tue, 23 Jan 2007 14:49:59
To: <marymccarty@adelphia.net>
Subject: Coco Pines Estates Beautification Authorization Request

Mary,

Andy Hertel called to request your authorization for the transfer of \$232,000 from your Gas Tax Funds to an account to be established for the installation and administration for the streetscape project. The allocation of \$18,000 for the beautification design has already been transferred. They will be presented to BCC agenda, February 27, 2007.

Freddie

**AGREEMENT WITH COCOA PINE ESTATES HOMEOWNERS' ASSOCIATION, INC.,
BEAUTIFICATION AND PEDESTRIAN LIGHTING MAINTENANCE WITHIN THE
COUNTY'S RIGHT OF WAY FOR COCONUT LANE**

THIS AGREEMENT is made and entered into this _____ day of _____, 200____, by and between COCOA PINE ESTATES HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter "ASSOCIATION", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, in order to assist ASSOCIATION, COUNTY wishes to install beautification, pedestrian lighting and sidewalk within the COUNTY's right of way for Coconut Lane, between Military Trail and Barwick Road, utilizing the ASSOCIATION-provided plans prepared by CH2M Hill, hereinafter "IMPROVEMENTS"; and

WHEREAS, of the designed IMPROVEMENTS, sidewalk shall be the COUNTY's first priority to be constructed, and the remainder of the designed IMPROVEMENTS will be selected, and as necessary, omitted by COUNTY in order to remain within established budgetary constraints (including COUNTY project oversight costs); and

WHEREAS, COUNTY believes that these efforts serve a public purpose in the enhancement of the safety and appearance of the right of way; and

WHEREAS, prior to the COUNTY's installation of any of the IMPROVEMENTS, ASSOCIATION will contract with Florida Power and Light Company (FPL) for ASSOCIATION to fund FPL's perpetual maintenance and operation of the pedestrian lighting components of the IMPROVEMENTS; and

WHEREAS, prior to the COUNTY's installation of any of the IMPROVEMENTS, ASSOCIATION will obtain a permit from the COUNTY for ASSOCIATION's perpetual maintenance of the beautification and pedestrian lighting components of the IMPROVEMENTS; and

WHEREAS, after installation, ASSOCIATION will be responsible for the perpetual maintenance of the beautification and pedestrian lighting components of the IMPROVEMENTS; and

1 **WHEREAS, after installation, COUNTY will be responsible for the perpetual**
2 **maintenance of the sidewalk component of the IMPROVEMENTS;**

3 **NOW, THEREFORE, in consideration of the mutual covenants, promises, and**
4 **agreements herein contained, the parties agree as follows:**

5 1. **The above recitals are true, correct and are incorporated herein.**

6 2. **Prior to the execution of this Agreement, ASSOCIATION agrees to**
7 **provide to COUNTY complete, COUNTY-approved plans for the IMPROVEMENTS**
8 **which were prepared by CH2M Hill, as funded under a separate Agreement with**
9 **COUNTY.**

10 3. **COUNTY agrees to fund (from Commission District 4 Funds) and install**
11 **IMPROVEMENTS in accordance with the approved plans and specifications prepared**
12 **for ASSOCIATION by CH2M Hill. Sidewalk shall be the COUNTY's first priority to be**
13 **constructed, and the remainder of the designed IMPROVEMENTS will be selected,**
14 **and as necessary, omitted by COUNTY in order to remain within established**
15 **budgetary constraints (including COUNTY project oversight costs).**

16 4. **ASSOCIATION agrees to be responsible for the perpetual maintenance**
17 **of the IMPROVEMENTS (except for sidewalk). This perpetual maintenance of**
18 **IMPROVEMENTS shall include, but is not limited to, routine mowing, trimming,**
19 **fertilization, pest control, irrigation and irrigation system repairs. This perpetual**
20 **maintenance shall also include street lighting components, including, but not limited**
21 **to, providing necessary electricity, repairs and other related items. Prior to**
22 **COUNTY's installation of any of the IMPROVEMENTS, ASSOCIATION also agrees to**
23 **contract with and fund FPL's perpetual maintenance and operation of the pedestrian**
24 **lighting components of the IMPROVEMENTS. Also prior to the installation of any**
25 **IMPROVEMENTS, ASSOCIATION shall obtain and comply with a required permit for**
26 **the maintenance of any of the IMPROVEMENTS for which they will have maintenance**
27 **responsibility. ASSOCIATION shall be responsible for obtaining all necessary**
28 **approvals and authorizations from any federal, state, regional, or COUNTY agency**
29 **which are required for the subsequent maintenance of the IMPROVEMENTS.**

1 **5. COUNTY agrees to be responsible for the perpetual maintenance of the**
2 **sidewalk component of the IMPROVEMENTS.**

3 **6. ASSOCIATION agrees to grant access to ASSOCIATION property for**
4 **COUNTY employees and/or contractors to make necessary connections to**
5 **ASSOCIATION's irrigation system(s).**

6 **7. ASSOCIATION understands and agrees that if the COUNTY determines**
7 **that any portion of the right of way containing the IMPROVEMENTS is needed for**
8 **another public purpose, then ASSOCIATION must remove all or a portion of the**
9 **IMPROVEMENTS (as determined by the COUNTY), and shall restore the right of way**
10 **to a condition acceptable to the County Engineer, or ASSOCIATION shall reimburse**
11 **COUNTY for it's costs to accomplish the required removal and restoration.**

12 **8. ASSOCIATION recognizes that it is an independent contractor, and not**
13 **an agent or servant of COUNTY or its Board of County Commissioners. In the event**
14 **a claim or lawsuit is brought against COUNTY, its officers, employees, servants or**
15 **agents, relating to the IMPROVEMENTS or any item which is the responsibility of**
16 **ASSOCIATION, ASSOCIATION hereby agrees to indemnify, save and hold harmless**
17 **COUNTY, its officers, employees, servants or agents, and to defend said persons**
18 **from any such claims, liabilities, causes of action and judgments of any type**
19 **whatsoever arising out of or relating to the existence of the IMPROVEMENTS or the**
20 **performance by ASSOCIATION as may relate to this Agreement. ASSOCIATION**
21 **agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its**
22 **officers, employees, servants or agents in connection with such claims, liabilities or**
23 **suits except as may be incurred due to the negligence of COUNTY.**

24 **9. ASSOCIATION shall, at all times during the term of this Agreement (the**
25 **installation and existence of the IMPROVEMENTS), maintain in force its status as an**
26 **insured corporation, and shall provide evidence of this insurance prior to COUNTY's**
27 **execution of this Agreement.**

1 **10. As provided in F.S. 287.132-133, by entering into this Agreement or**
2 **performing any work in furtherance hereof, ASSOCIATION certifies that its affiliates,**
3 **suppliers, sub-contractors, and consultants who perform work hereunder, have not**
4 **been placed on the convicted vendor list maintained by the State of Florida**
5 **Department of Management Services within 36 months immediately preceding the**
6 **date hereof. This notice is required by F.S. 287.133(3)(a).**

7 **11. ASSOCIATION shall require each contractor engaged by ASSOCIATION**
8 **for work associated with this Agreement to maintain Commercial General Liability**
9 **coverage, including vehicle coverage, in combined single limits of not less than ONE**
10 **MILLION AND 00/100 DOLLARS (\$1,000,000.00). COUNTY shall be included in the**
11 **coverage as an additional insured.**

12 **12. In the event of termination, ASSOCIATION shall not be relieved of**
13 **liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the**
14 **contract by ASSOCIATION. In the event ASSOCIATION elects to discontinue its**
15 **maintenance obligation for the IMPROVEMENTS under this Agreement, it shall be**
16 **the obligation of ASSOCIATION to restore, if necessary, the area of the**
17 **IMPROVEMENTS on COUNTY's right-of-way to a condition acceptable to COUNTY**
18 **Engineer, which shall be in accordance with Federal, State and COUNTY standards**
19 **for road construction and/or maintenance. In the event ASSOCIATION fails to restore**
20 **the area of the IMPROVEMENTS to a condition acceptable to COUNTY Engineer,**
21 **COUNTY may undertake such restoration and ASSOCIATION shall be liable for the**
22 **costs of such restoration.**

23 **13. COUNTY and ASSOCIATION agree that no person shall, on the grounds**
24 **of race, color, national origin, sexual orientation, religion or creed, sex, age, or**
25 **handicap be discriminated against in performance of the Agreement.**

26 **14. COUNTY may, at COUNTY's discretion and for the duration of**
27 **IMPROVEMENTS, install signs within the public property or easement, notifying the**
28 **public that the IMPROVEMENTS were funded with COUNTY dollars.**

1 **19. Except as expressly permitted herein to the contrary, no modification,**
2 **amendment, or alteration in the terms or conditions contained herein shall be**
3 **effective unless contained in a written document executed with the same formality**
4 **and equality of dignity herewith.**

5 **20. Each party agrees to abide by all laws, orders, rules and regulations and**
6 **ASSOCIATION will comply with all applicable governmental codes in the**
7 **maintenance and replacement of the IMPROVEMENTS that are the responsibility of**
8 **the ASSOCIATION to maintain.**

9 **21. The parties to this Agreement shall not be deemed to assume any**
10 **liability for the negligent or wrongful acts, or omissions of the other party (or**
11 **parties). Nothing contained herein shall be construed as a waiver by COUNTY, by**
12 **any of the parties, of the liability limits established in Section 768.28, Florida**
13 **Statutes.**

14 **22. ASSOCIATION shall promptly notify COUNTY of any lawsuit-related**
15 **complaint, or cause of action threatened or commenced against it which arises out**
16 **of or relates, in any manner, to the performance of this Agreement.**

17 **23. The parties expressly covenant and agree that in the event any of the**
18 **parties is in default of its obligations under this Agreement, the parties not in default**
19 **shall provide to the defaulting party thirty (30) days written notice before exercising**
20 **any of their rights.**

21 **24. The preparation of this Agreement has been a joint effort of the parties,**
22 **and the resulting document shall not, solely as a matter of judicial constraint, be**
23 **construed more severely against one of the parties than the other.**

24 **25. ASSOCIATION has the authority to enter into this Agreement, and to**
25 **perform the obligations contained herein.**

26 **26. This Agreement represents the entire understanding among the parties,**
27 **and supersedes all other negotiations, representations, or agreements, either written**
28 **or oral, relating to this Agreement.**

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27. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

28. This Agreement shall take affect upon execution and the effective date shall be the date of execution.

INTENTIONALLY LEFT BLANK

1 IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective
2 on the date first above written.

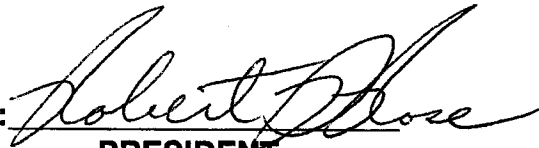
3
4 COCOA PINE ESTATES HOMEOWNERS' ASSOCIATION, INC.

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7 (ASSOCIATION SEAL)

COCOA PINE ESTATES
HOMEOWNERS' ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS

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11 ATTEST:

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16 By: 
17 ASSOCIATION SECRETARY

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21 By: 
22 PRESIDENT

23
24 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

25 By: 
26 ASSOCIATION ATTORNEY

27
28
29 PALM BEACH COUNTY

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31
32 (COUNTY SEAL)

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

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35
36 ATTEST:

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38 SHARON R. BOCK, CLERK
39 AND COMPTROLLER

40
41
42 By: _____
43 DEPUTY CLERK

44
45 By: _____
46 ADDIE L. GREENE, CHAIRPERSON

47
48 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

49
50 By: _____
51 ASSISTANT COUNTY ATTORNEY

52
53 APPROVED AS TO TERMS AND CONDITIONS

54
55 BY: 
56

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX012307-853

FUND Transportation Improvement

ATTACHMENT #4

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/23/07	REMAINING BALANCE
COCONUT LN/MILITARY TR-BARWCK BEAUT-DIST 4								
3500-368-1117-6510	Landscaping/Irrigation-Infra	0	0	232,000	0	232,000	0	232,000
RESERVE FOR DISTRICT 4								
3500-368-9114-9907	Res-Future Construction	2,625,107	2,249,994	<u>0</u>	<u>232,000</u>	2,017,994		
				232,000	232,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 02/27/07

Engineering & Public Works

R.D. Ward

1/23/07

Administration / Budget Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT #4