Agenda Item #: **3-C-11**

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	June 19, 2007	[X] []	Consent Workshop	[]	Regular Public Hearing
	Engineering & Pu :: Streetscape Secti		'ks		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A. A Financial Assistance Agreement with Lucerne Homes East Homeowners Association, Inc. (Association), to provide reimbursement funding not to exceed \$13,200.
- **B.** A Budget Transfer of \$13,200 in the Transportation Improvement Fund from Reserve for District 2 to Fire Sky Drive, for beautification and lighting improvements adjacent to the County's Melaleuca Lane

Summary: This Agreement provides funding to reimburse the Association up to a maximum of \$13,200 of the cost to install beautification and lighting improvements at the community's entrance road (Fire Sky Drive) which is within 25 feet of and visible from the County's Melaleuca Lane. The Association will be responsible for the perpetual maintenance of these improvements.

District: 2 (ME)

Background and Justification: This project is deemed to be an eligible project for gas tax funding that will enhance the appearance of a public thoroughfare roadway and the District 2 Commissioner has agreed to the use of District 2 Reserves for this purpose.

Attachments:

- 1. Location Sketch.
- 2. Insurance Certificate.
- 3. Commissioner Authorization.
- 4. Agreements (2).
- 5. Budget Transfer.

1/07 **Recommended By: Division Director Approved By: County Engineer**

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2007 <u>\$13,200</u> <u>-0-</u> <u>-0-</u> <u>-0-</u> <u>\$13,200</u>	2008 0- -0- -0- -0- -0-	2009 	2010 0- 0- 0- -0- -0- -0-	2011 0- 0- 0- 0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current Budget Acct No.: Fund Progr	Dept	Yes Unit Ob	 ject	No <u>X</u> .	

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

Transportation Improvement Fund Reserve for District 2 Fire Sky Drive Beautification/Lighting - Dist-2

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

2

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

5-22-0 OFMB 2107

Approved as to Form Β. and Legal Sufficiency:

Assistant County Attorney

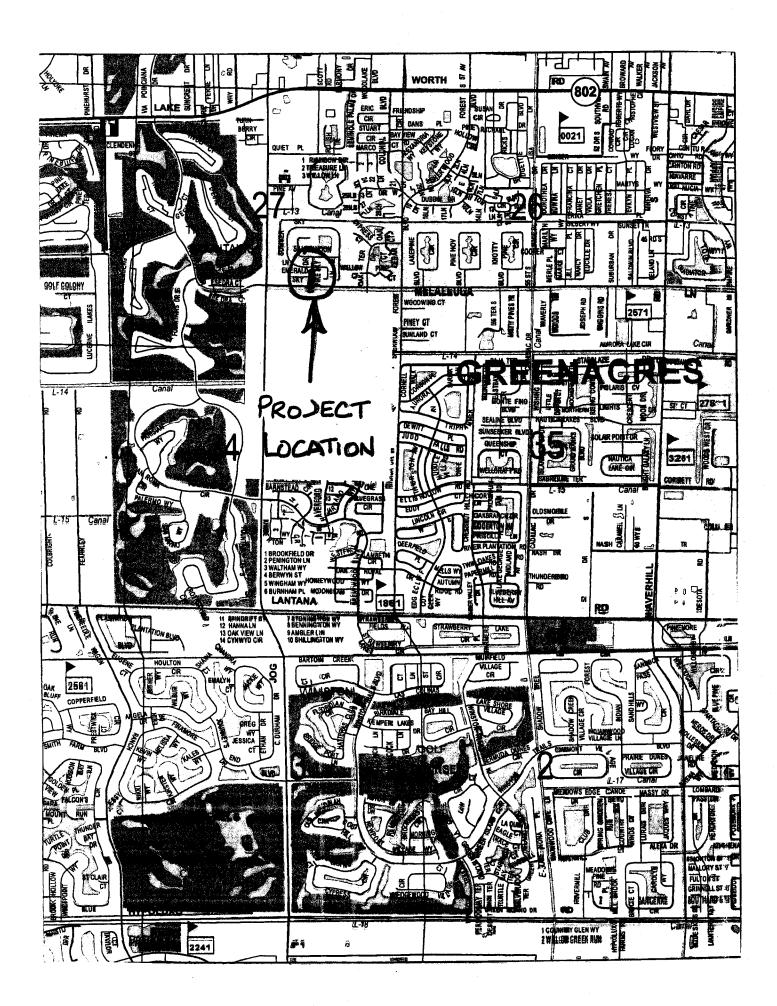
- C. Other Department Review:
 - **Department Director**

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

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ション tract De nđ Lanco 5125/07

This Contract complies with our contract review requirements.



LOCATION SKETCH

ATTACHMENT #1

Th 10	e Sa 10 G	R (510)892-7688 F afegard Group, Inc ranite Drive, Suite 109 , PA 19063	AX (610)892-7695	ONLY AND HOLDER.	TIFICATE IS ISSU CONFERS NO THIS CERTIFICA E COVERAGE A	RIGHTS UP : TE DOES N	ON THE CE OT AMEND	RTIF	ICATE TEND OR
			INSURERS /	AFFORDING CO	ÆRAGE			NAIC #	
INSL		PIE SUPERIOR SERVICE, I	NC.	INSURER A: An	merican Fire	& Casual	ty Co.		4066
		1173 Old Dixie Highway		INSURER B: UN	nited States	Fire Ins	. Co.	2	1113
		Lake Park, FL 33402		INSURER C: OF	io Casualty	Insurance	ę	2	4074
				INSURER D:			······		
				INSURER E:			~	-	***************
co	VER	AGES					<u></u>		••·····
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NSR LTR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXFIRATION DATE (NM/DD/YY)	[LIMIT	5	
		GENERAL LIABILITY	BKA(07)53566643	12/01/2006	12/01/2007	EACH OCCUR	RENCE	8	1,000,00
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO F		\$	100,00
		CLAIMS MADE X OCCUR				MED EXP (Any		\$	5,00
Α		X Waiver of Subro.				PERSONAL &	DV INJURY	\$	1,000,00
						GENERAL AG	REGATE	\$	2,000,00
		GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X JECT X LOC				PRODUCTS - (OMP/OP AGG	\$	2,000,00
•	· .	AUTOMOBILE LIABILITY X ANY AUTO	133-721480-7	06/01/2006	06/01/2007	COMBINED SII (Ea accident)	IGLE LIMIT	\$	1,000,00
B		ALL OWNED AUTOS SCHEDULED AUTOS				BODILY INJUR (Per person)	1	5	
		X HIRED AUTOS X NON-OWNED AUTOS				BODILY INJUR (Per scoident)		` \$	
						PROPERTY DA (Per accident)		5	
		GARAGE LIABILITY				AUTO ONLY - E	A ACCIDENT	\$	•
		ANY AUTO				OTHER THAN AUTO ONLY:	EA ACC AGG	\$ \$	
		EXCESS/UMBRELLA LIABILITY	USO(07)53566643	12/01/2006	12/01/2007	EACH OCCURF	ENCE	\$	2,000,00
~		X OCCUR CLAIMS MADE				AGGREGATE		\$	2,000,00
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		KERS COMPENSATION AND			يور يور - به المست	I WC STAT	F 1 107H	\$	
		OYERS' LIABILITY				TORY UM	IS ER		
		PROPRIETOR/PARTNER/EXECUTIVE	· · · · · · · · · · · · · · · · · · ·			E.L. EACH ACC		<u>.</u>	
	if yes	describe under IAL PROVISIONS below				E.L. DISEASE			
	OTHE				·····	E.L. DISEASE -		\$	

Box 21229. West Palm Beach, FL 33416-1229 are included as Additional Insured for Commercial General Liability with regard to the operations of the named insured if required by contract or written agreement.

CERTIFICATE HOLDER	CANCELLATION
Lucerne Homes East Attn: Robert Chudy	SHOULD ANY OF THE ABOVE DESCRIBED FOLICIES 3E CANCELLED BEFORE THE
	EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL
	30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY
6314 Summer Sky Lane	OF ANY KIND UPON THE INSURER, ITS AGENTS OR FEPRESENTATIVES.
Greenacres, FL 33463	AUTHORIZED REPRESENTATIVE
	Robert Donato III/DAP (Linut V. Lonuto, 27

ACORD 25 (2001/08) FAX: (561)433-9757

@ACORD CORPORATION 1988

ATTACHMENT #2

From:	Kim Ciklin
To:	Andrew Hertei
Date:	3/15/2007 10:42:52 AM
Subject:	Lucerne Homes East

This will serve as Commissioner Koons' authorization to transfer \$13,200 in District 2 Transportation Improvement Funds to the above-referenced project to install beautification and lighting at Fire Sky Drive near Melaleuca Lane.

Kim Ciklin Senior Administrative Assistant to Commissioner Jeff Koons (561) 355-4966

CC:

George Webb; Robert Ward; Steve Carrier; Susie Bowman

FINANCIAL ASSISTANCE AGREEMENT FOR LUCERNE HOMES EAST HOMEOWNERS' ASSOCIATION, INC. – Entrance Beautification and Lighting

THIS AGREEMENT is made and entered into this _____ day of 2007, by and between LUCERNE HOME EAST HOMEOWNERS' ASSOCIATION, INC. (Federal I.D. No. 591972538), 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:

12 WHEREAS, ASSOCIATION wishes to install beautification and lighting in their 13 community's entrance road (Fire Sky Drive, within 25 feet of, and visible from the 14 COUNTY's Melaleuca Lane), hereinafter, "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public
 purpose by enhancing the appearance of Melaleuca Lane, and wishes to support
 ASSOCIATION's efforts associated with the IMPROVEMENTS by providing
 reimbursement funding from Board of County Commissioners Reserve for District 2 in an
 amount not to exceed THIRTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS
 (\$13,200.00); and

21 WHEREAS, after installation, ASSOCIATION will be responsible for the perpetual 22 maintenance of the IMPROVEMENTS.

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

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

COUNTY agrees to provide to ASSOCIATION reimbursement funding for
 their IMPROVEMENTS from Board of County Commissioners Reserve for District 2 in an
 amount not to exceed THIRTEEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS
 (\$13,200.00).

COUNTY agrees to reimburse ASSOCIATION up to the amount established
 in paragraph 2 for costs (related design, permitting, materials, and labor) associated with
 the IMPROVEMENTS, upon ASSOCIATION's submission of acceptable documentation
 needed to substantiate their costs for the IMPROVEMENTS.

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 4. COUNTY's obligation is limited to its payment obligation and shall have no
 35 obligation to any other person or entity.

1 5. ASSOCIATION agrees to assume all responsibility for design, bidding, 2 contract preparation, and contract administration for the installation of the 3 IMPROVEMENTS, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental codes 4 5 and permitting requirements in the selection and installation of the IMPROVEMENTS. 6 Otherwise, COUNTY will have the final determination of the eligibility for reimbursement of 7 any changes. Substantial variations from the approved plans shall require prior written 8 approval from COUNTY Engineer's Office. The final plans for the IMPROVEMENTS must 9 be signed and sealed by a Florida Registered Landscape Architect.

6. ASSOCIATION will obtain or provide all related design, labor, and materials
 necessary for the installation of the IMPROVEMENTS. COUNTY shall have the final
 determination of eligibility for reimbursement. ASSOCIATION shall furnish the Manager,
 Streetscape Section, of COUNTY's Department of Engineering and Public Works with a
 request for payment supported by the following:

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a. A statement from a Florida Registered Landscape Architect that the IMPROVEMENTS have been inspected and were installed substantially in accordance with the approved plans for the IMPROVEMENTS, and;

18 b. A Contract Payment Request Form and a Contractual Services Purchases 19 Schedule Form, attached hereto and incorporated herein as Attachment "A" 20 (pages 1 and 2) which are required for each and every reimbursement 21 requested by ASSOCIATION. Said information shall list each invoice payable by ASSOCIATION and shall include the vendor invoice number, invoice date, 22 and the amount payable by ASSOCIATION. ASSOCIATION shall attach a 23 copy of each vendor invoice paid by ASSOCIATION along with a copy of the 24 25 respective check and shall make reference thereof to the applicable item 26 listed on the Contractual Services Purchases Schedule Form. Further, the 27 Program Administrator and the Program Financial Officer for ASSOCIATION 28 shall also certify that each vendor invoice listed on the Contractual Services 29 Purchases Schedule Form was paid by ASSOCIATION as indicated.

7. ASSOCIATION shall maintain adequate records to justify all charges,
 expenses, and costs incurred in performing the IMPROVEMENTS for at least three (3)
 years after the completion of such IMPROVEMENTS. COUNTY shall have access to all
 books, records and documents as required in this Section for the purpose of inspection or
 audit during normal business hours.

8. ASSOCIATION shall be responsible for the perpetual maintenance of the
7 IMPROVEMENTS.

9. All installation of these IMPROVEMENTS shall be completed and final
 invoices submitted to COUNTY no later than June 30, 2008, and COUNTY shall have no
 obligation to ASSOCIATION for any cost incurred thereafter unless the time for completion
 is extended by modification of this Agreement as provided herein.

12 10. ASSOCIATION recognizes that it is an independent contractor, and not an 13 agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or 14 lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to 15 the IMPROVEMENTS or any item which is the responsibility of ASSOCIATION, 16 ASSOCIATION hereby agrees to indemnify, save and hold harmless COUNTY, its officers, employees, servants or agents, and to defend said persons from any such claims, 17 18 liabilities, causes of action and judgments of any type whatsoever arising out of or relating 19 to the existence of the IMPROVEMENTS or the performance by ASSOCIATION as may 20 relate to this Agreement. ASSOCIATION agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its officers, employees, servants or agents in connection 21 22 with such claims, liabilities or suits except as may be incurred due to the negligence of COUNTY. Furthermore, ASSOCIATION stipulates that the extent of COUNTY's liability 23 24 pursuant to this Agreement shall be limited solely to its aforementioned payment obligation.

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

1 12. ASSOCIATION shall, at all times during the term of this Agreement (the 2 installation and existence of the IMPROVEMENTS), maintain in force its status as an 3 insured not for profit corporation, and shall provide proof of such insurance to COUNTY 4 (naming COUNTY as an additional insured) prior to COUNTY's execution of this 5 Agreement.

13. ASSOCIATION shall require each contractor engaged by ASSOCIATION for
work associated with this Agreement to maintain:

a. Workers' Compensation coverage in accordance with Florida Statutes, and;

10b. Commercial General Liability coverage, including vehicle coverage, in11combined single limits of not less than ONE MILLION AND 00/10012DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage as13an additional insured.

14 14. In the event of termination, ASSOCIATION shall not be relieved of liability to
 15 COUNTY for damages sustained by COUNTY by virtue of any breach of the contract by
 16 ASSOCIATION; and COUNTY may withhold any payment to ASSOCIATION for the
 17 purpose of set-off until such time as the exact amount of damages due COUNTY is
 18 determined.

19 15. ASSOCIATION's termination of this AGREEMENT shall result all obligations
 20 of COUNTY for funding contemplated herein to be canceled.

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

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

18. In the event that any section, paragraph, sentence, clause, or provision
 hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the
 remaining portions of this Agreement and the same shall remain in full force and effect.

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1	LUCERNE HOMES EAST HOMEOWNERS' ASSOCIATION, INC Entrance Beautification and Lighting 19. All notices required to be given under this Agreement shall be in writing and
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2	deemed sufficient to each party when sent by United States Mail, postage prepaid, to the
3	following:
4	<u>AS TO COUNTY</u>
5 6 7 8 9	Manager, Streetscape Section Palm Beach County Department of Engineering and Public Works Post Office Box 21229 West Palm Beach, Florida 33416-1229
10	AS TO ASSOCIATION
11 12 13 14	President, Lucerne Homes East Homeowners' Association, Inc. 6314 B Summer Sky Lane Greenacres, FL 33463
15	20. This Agreement shall be construed and governed by the laws of the State of
16	Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm
17	Beach County. No remedy herein conferred upon any party is intended to be exclusive of
18	any other remedy, and each and every other remedy shall be cumulative and shall be in
19	addition to every other remedy given hereunder or now or hereafter existing at law or in
20	equity or by statute or otherwise. No single or partial exercise by any party of any right,
21	power, or remedy shall preclude any other or further exercise thereof.
22	21. Any costs or expenses (including reasonable attorney's fees) associated with
23	the enforcement of the terms and conditions of this Agreement shall be borne by the
24	respective parties; provided, however, that this clause pertains only to the parties to the
25	Agreement.
26	22. Except as expressly permitted herein to the contrary, no modification,
27	amendment, or alteration in the terms or conditions contained herein shall be effective
28	unless contained in a written document executed with the same formality and equality of
29	dignity herewith.
30	23. Each party agrees to abide by all laws, orders, rules and regulations and
31	ASSOCIATION will comply with all applicable governmental landscaping codes in the
32	maintenance and replacement of the IMPROVEMENTS.
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24. The parties to this Agreement shall not be deemed to assume any liability for
 the negligent or wrongful acts, or omissions of the other party (or parties). Nothing
 contained herein shall be construed as a waiver, by any of the parties, of the liability limits
 established in Section 768.28, Florida Statutes.

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

8 26. The parties expressly covenant and agree that in the event any of the parties
 9 is in default of its obligations under this Agreement, the party not in default shall provide to
 10 the defaulting party thirty (30) days written notice before exercising any of their rights.

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

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

16 29. This Agreement represents the entire understanding among the parties, and
 17 supersedes all other negotiations, representations, or agreements, either written or oral,
 18 relating to this Agreement.

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

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

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	LUCERNE HOMES EAST HOMEOWNERS' ASSOCIATION, INC Entrance Beautification and Lighting								
1	IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on								
2	the date first above written.								
3	LUCERNE HOMES EAST HOMEOWNERS' ASSOCIATION, INC.								
4	(ASSOCIATION SEAL) BY ITS BOARD OF DIRECTORS								
5									
6	ATTEST:								
7	By: Theadembauski By: James alling								
8	ASSOCIATION SECRETARY PRESIDENT								
9	APPROVED AS TO FORM AND LEGAL SUFFICIENCY								
10	By:								
11	ASSOCIATION'S ATTORNEY								
12									
13	PALM BEACH COUNTY								
14									
15 16	(COUNTY SEAL) PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS								
17	ATTEST:								
18 19	SHARON R. BOCK, CLERK & COMPTROLLER								
20									
21	By: By:								
22	DEPUTY CLERK ADDIE L. GREENE, CHAIRPERSON								
23									
24	APPROVED AS TO FORM AND LEGAL SUFFICIENCY								
25									
26	By:								
27	ASSISTANT COUNTY ATTORNEY								
28									
29	APPROVED AS TO TERMS AND CONDITIONS								
30									
31	F:\\ASH\2007AGMTS\LucerneHomesEast030707								

Exhibit A

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

	(Project)					
Grantee						
Billing #						
PRO	JECT PAYMENT	SUMMARY				
ltem	Project Costs This Billing	Cumulative Project Costs	Total Project Costs			
Consulting Services						
Contractual Services						
Materials, Supplies, Direct Purchases						
Grantee Stock						
Equipment, Furniture						
FOTAL PROJECT COSTS =						
Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.	tation the p	Certification: I hereby cer has been maintained as required abortoject expenses reported abortoject able for audit upon request	uired to support ve and is avail-			
Administrator/Date		Financial Officer/Date				
PBC USE ONLY						
County Funding Participation		\$	_			
Total Project Cost		\$				
Total project costs to date		\$	_			
County obligation to date		\$	_			
County retainage (%)		(\$)			
County funds previously disbursed		(\$	_)			
County funds due this billing		\$	-			
Reviewed and Approved by: PBC Pro	oject Administrator/	Date				
Assistar	nt County Engineer	or Fiscal Manager/Date				

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACTUAL SERVICES PURCHASE SCHEDULE

		(Project)			
	Grantee]	Billing Date		
	Billing #		Billing Period		
Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description	
·			·		
		TOTAL			

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Administrator/Date

Financial Officer/Date

Page <u>1</u> of <u>1</u>

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET<u>Transfer</u>

FUND <u>Transportation Improvement</u>

BGEX041707-1543

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 04/17/07	REMAINING BALANCE
FIRE SKY DRIVE BEAUT	<u>/LIGHTING – DIST 2</u>							
	tributions-Non-Govtl Agncy	0	0	13,200	0	13,200	0	13,200
RESERVE FOR DISTRICT	<u>Γ2</u>							
3500-368-9112-9907 Res-	Future Construction	2,355,820	1,531,489	0	13,200	1,518,289		
				13,200	13,200			
	·······	SIGNATURE		DATE			l of County Comm ng of 06/19/0	
Engineering & Public V	Works	Olu	¢	ى	[14/07	At Meeti	ng or <u>00/19/0</u>	1
Administration / Budge	et Approval	·	- /			-		
OFMB Department – P	Posted						Clerk to the f County Commissi	oners

ATTACHMENT # 5

2007 ____