PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

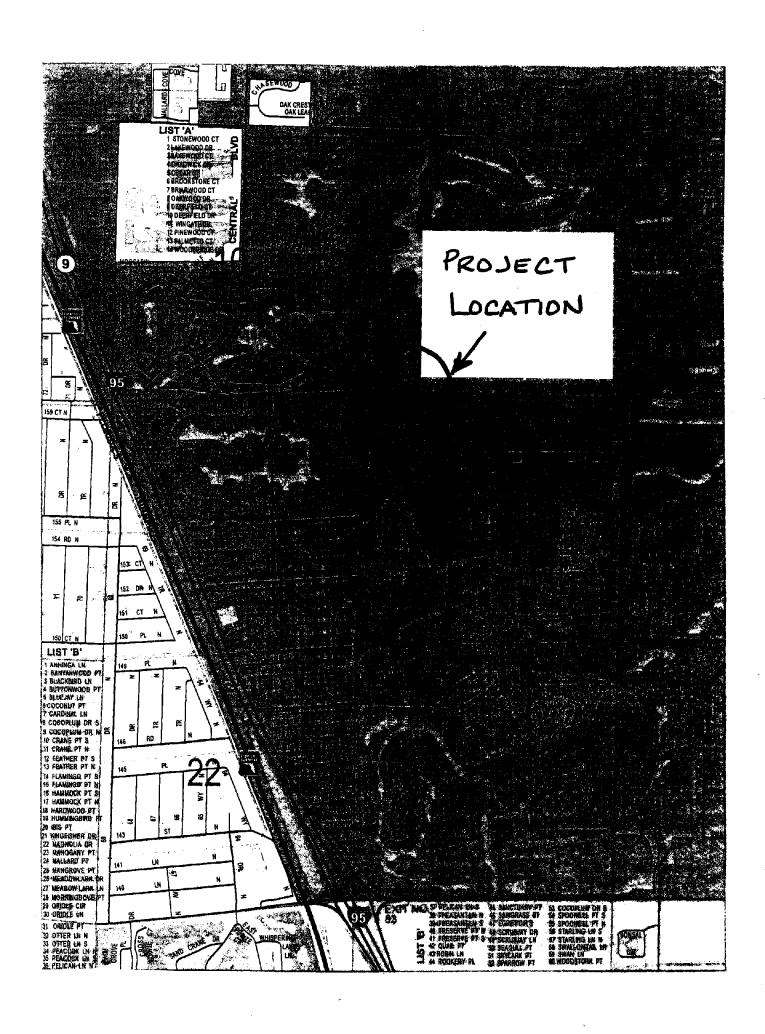
Meet	ting Date:	August 21, 2007	[X]	Consent Workshop	[]	Regular Public Hearing
Sub	partment: mitted By: mitted For	Engineering & Pul	olic Wor n	rks	-	
			I. EX	ECUTIVE BRI	<u>ef</u>	
Moti	on and Titl	e: Staff recommend	ls motic	on to approve:		
Α.	A Financ Inc. (Ass	ial Assistance Agreen ociation), to provide	nent wit reimbu	h The Hamptons	at Maple not to e	ewood Homeowners' Association, exceed \$20,000.
В.	District.	et Transfer of \$20,000 to Indian Creek Parkway.	00 in th arkway,	e Transportation for beautificat	n Impro ion alon	ovement Fund from Reserve for ag the County's right of way for
of wa	y for Indian	ui ocautilication imp	roveme hin 25 f	ats on the Assoc eet of and visibl	iation's p e from th	ation up to a maximum of \$20,000 property, along the County's right are right of way). The Association ents.
Distr	ict: 1 (1	ME)		•		
fundii	ng that wil	d Justification: I enhance the appearance agreed to the use	arance o	of a nublic the	roughfa	e an eligible project for gas tax re roadway, and the District 1 purpose.
	hments:					-
1. 2.	Location					
z. 3.		Certificate. ioner Authorization				
4.	Agreeme	nts (2) with Exhibit	"A".			
5.	Budget T	ransfer.				
Recon	nmended I	By: Division D	H	in C		7/18/07 Date
	oved By:	,				

II. FISCAL IMPACT ANALYSIS A. Five Year Summary of Fiscal Impact: Fiscal Years 2007 2008 2009 2010 2011 **Grant Expenditures** \$20,000 -0--0--0--0-**Operating Costs** -0--0--0--0--0-**External Revenues** <u>-0</u>--0--0--0--0-Program Income (County) -0--0--0--0--0-In-Kind Match (County) -0--0--0--0--0-**NET FISCAL IMPACT** \$20,000 -0--0--0--0-# ADDITIONAL FTE **POSITIONS (Cumulative)** Is Item Included in Current Budget? Yes No<u>X</u>. Budget Acct No.: Fund___ Dept.__ _ Unit___ Object Program B. Recommended Sources of Funds/Summary of Fiscal Impact: Transportation Improvement Fund Reserve for District 1 Hamptons Beautification/ROW Indian Creek Pkwy-Dist 1 C. Departmental Fiscal Review: III. REVIEW COMMENTS A. OFMB Fiscal and/or Contract Dev. and Control Comments: This Contract complies with our Approved as to Form contract review requirements. and Legal Sufficiency: Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION SKETCH

B/A	DA CONSOLIDATED AGY., NATIONAL CITY INSURA U.S. HWY. ONE	INC NCE	ONLY AND O	CONFERS NO RIG LIS CERTIFICATE	DAS A MATTI R OF INFO RHTS UPON THE CERTIF DOES NOT AMEND, EX ORDED BY THE POLICIE	RÇATE TIEND OR		
	BEACH FL 33408 a:561-775-7180 Fax:56	1-775-7186	INSTIRERS AF	FORDING COVE	RAGE	NAIC#		
URED	3: 561-773-7100 222:30	1-773 1144		uto Owners		18988		
	Hampton @ Maplewood	i Homeowners		BAYELERS PROPERTY				
	Association. Inc		INSURER C					
	c/o Bristol Proper 1930 Commerce In.	Ste 1	INSURER O:					
	Jupiter FL 33458		INSURER E:	INSURER E:				
VER	AGES							
Y RE	DLICIES OF INSURANCE LISTED SELOW HAVE EQUIREMENT, TERM OR CONDITION OF ANY ERTAIN, THE INSURANCE AFFORDED BY THI IES, AGGREGATE LIMITS SHOWN MAY HAVE	CONTRACT OR OTHER DOCUMENT E POLICIES DESCRIPED HEREIN IS:	TWITH RESPECT TO WHICH SUBJECT TO ALL THE TEAM	THIS CERTIFICATE M B. EXCLUSIONS AND (AY ME 協なCIPD OIL			
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					GENERAL AGG VEGATE	£1000000		
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	HIRED AUTOS				RODILY WUUR ((Per accident)	6		
	NON-OWNED AS 100				PROPERTY D/ MAGE (Per accident)	8		
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ax	: 561-479-5774				والمراجع المراجع المرا			
er	tificate Holder is na	med as Additional	Insured on th	e General I	iability.			
:ER	TIFICATE HOLDER		CANCELLA					
		/ Engineering	DATE THERE NOTICE TO T	or, the ibound wal	PRIMED POLICIE: BE CANCELL BENT WILL END! AVOR TO MAN DESCRIPTION TO THE LIEFT, BU' LITTURE ANY NO D'UPON THE B	10 DAYS W		
Palm Beach County Engineering Dept. 2300 N. Jog Road West Palm Beach FL 33411-2745			MIPORE NO C		~/~~~ <i>~</i>			

ACORD 25 (2001/08)

TOTAL P.01

From: To:

Patricia Weaver

Date:

Andrew Hertel

Subject:

6/28/2007 5:03:55 PM Hampton Agreement

Commissioner Marcus has authorized the expenditure of \$20,000 for landscaping along Indiancreek Parkway. You may complete the budget transfer.

Trish Weaver Administrative Assistant to Commissioner Karen T. Marcus

FINANCIAL ASSISTANCE AGREEMENT WITH THE HAMPTONS AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC., FOR BEAUTIFICATION ALONG THE COUNTY'S RIGHT OF WAY FOR INDIAN CREEK PARKWAY

THIS AGREEMENT, is made and entered into this _____ day of _____, 2007, by and between THE HAMPTONS AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC., (Federal I. D. No. 650023662), 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, ASSOCIATION desires to install a Buffer beautification along the right of way of COUNTY's Indian Creek Parkway on ASSOCIATION's property (within 25 feet and visible from the right of way), hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public purpose in the enhancement of the appearance of the right of way and wishes to support ASSOCIATION's efforts to install the IMPROVEMENTS by providing reimbursement funding from Board of County Commissioners Reserve for District 1, in an amount not to exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00); and

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

- 1. The above recitals are true, correct and are incorporated herein.
- 2. **COUNTY** agrees to provide to **ASSOCIATION** reimbursement funding from Board of County Commissioners Reserve for District 1, in an amount not to exceed TWENTY THOUSAND AND 00/100 DOLLARS (\$20,000.00).
- 3. COUNTY agrees to reimburse ASSOCIATION up to the amount established in paragraph 2 for costs (materials and labor) associated with the installation of the IMPROVEMENTS, upon ASSOCIATION's submission of acceptable documentation needed to substantiate their costs for the IMPROVEMENTS. COUNTY will use its best efforts to provide said funds to ASSOCIATION on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.
- 4. **COUNTY**'s obligation is limited to its payment obligation and **COUNTY** shall have no obligation to any other person or entity.

- 5. ASSOCIATION agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the IMPROVEMENTS, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the IMPROVEMENTS. ASSOCIATION agrees to install the IMPROVEMENTS substantially in accordance with the plans, specifications and costs as approved by COUNTY. ASSOCIATION also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully-funded by the amount set forth in Paragraph 2, above. Otherwise, COUNTY will have the final determination of the eligibility for reimbursement of any changes. Substantial variations from the approved plans shall require prior written approval from COUNTY Engineer's Office. The final drawings must be signed and sealed by a Florida Registered Landscape Architect.
- 6. **ASSOCIATION** will obtain or provide all labor and materials necessary for the design and 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:
 - 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;
 - b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 and 2) which are required for each and every reimbursement requested by ASSOCIATION. Said information shall list each invoice paid by ASSOCIATION and shall include the vendor invoice number, invoice date, and the amount paid by ASSOCIATION. ASSOCIATION shall attach a copy of each vendor invoice paid by ASSOCIATION along with a

copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the Program Administrator and the President of ASSOCIATION, or his designee shall also certify that each vendor invoice listed on the Contractual Services 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 the **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** agrees to be responsible for the perpetual maintenance of the **IMPROVEMENTS** following its installation and shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations from any federal, state, regional, or **COUNTY** agency which are required for the subsequent maintenance of the **IMPROVEMENTS**.
- 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices submitted to **COUNTY** no later September 30, 2008, and **COUNTY** shall have no obligation to **ASSOCIATION** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement as provided herein.
- agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to the IMPROVEMENTS or any item which is the responsibility of ASSOCIATION, 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, liabilities, causes of action and judgments of any type whatsoever arising out of or relating

to the existence of the IMPROVEMENTS or the performance by ASSOCIATION as may 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 with such claims, liabilities or suits except as may be incurred due to the negligence of COUNTY.

- 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, sub-contractors, 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).
- 12. **ASSOCIATION** shall, at all times during the term of this Agreement (the installation and existence of the **IMPROVEMENTS**), maintain in force its status as an insured corporation, and shall provide evidence of this insurance prior to **COUNTY**'s execution of this 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;
 - b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage as an additional insured.
- 14. In the event of termination, ASSOCIATION shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the contract by ASSOCIATION; and COUNTY may withhold any payment to ASSOCIATION for the purpose of set-off until such time as the exact amount of damages due COUNTY is determined.

15. ASSOCIATION's termination of this AGREEMENT shall result all obligations 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.
- 19. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

AS TO COUNTY

Manager, Streetscape Section
Palm Beach County Department of
Engineering and Public Works
Post Office Box 21229
West Palm Beach, Florida 33416-1229

AS TO ASSOCIATION

President, The Hamptons at Maplewood Homeowners' Association, Inc. 185 East Indiantown Road Suite 127 Jupiter, FL 33477

20. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

 21. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

- 22. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
- 23. Each party agrees to abide by all laws, orders, rules and regulations and ASSOCIATION will comply with all applicable governmental landscaping codes in the maintenance and replacement of the IMPROVEMENTS.
- 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.
- 26. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to 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.
- 29. This Agreement represents the entire understanding among the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

THE HAMPTONS AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC. - BUFFER

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 effect upon execution and the effective date shall be the date of execution.

INTENTIONALLY LEFT BLANK

	THE HAMPTONS AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC BUFFER						
1	IN WITNESS WHEREOF, the parties have executed this Agreement and it is						
2	effective on the date first above written.						
3	THE HAMPTONS AT MAPLEWOOD HOMEOWNERS' ASSOCIATION, INC.						
5 6 7 8	THE HAMPTONS AT MAPLEWOOD HOMEOWNERS'ASSOCIATION, INC. BY ITS BOARD OF DIRECTORS						
9	ATTEST:						
10	By: ASSOCIATION SECRETARY By: EX Rue PRESIDENT						
11	APPROVED AS TO FORM AND LEGAL SUFFICIENCY						
12 13	By: ASSOCIATION ATTORNEY						
	PALM BEACH COUNTY						
14 15	PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS						
16	ATTEST:						
17 18	SHARON R. BOCK, CLERK & COMPTROLLER						
19 20	By: By: DEPUTY CLERK ADDIE L. GREENE, CHAIRPERSON						
21	APPROVED AS TO FORM AND LEGAL SUFFICIENCY						
22 23	By: ASSISTANT COUNTY ATTORNEY						
24	APPROVED AS TO TERMS AND CONDITIONS						
25	BY: BY:						
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PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT CONTRACT PAYMENT REQUEST

Exhibit A

	(Project)						
Grantee	Requ	Request Date					
Billing #	Billin	g Period					
	PROJECT PAYMENT S	•					
Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs				
Consulting Services			1 IUjeti Custa				
Contractual Services							
Materials, Supplies, Direct Purchases	·						
Grantee Stock							
Equipment, Furniture							
TOTAL PROJECT COSTS							
Certification: I hereby certify that the abover incurred for the work identified as accomplished in the attached progress repairs.	being tation l	Certification: I hereby cert has been maintained as requ oject expenses reported abov able for audit upon request	ired to support				
Administrator/Date		Financial Officer/Date					
PBC USE ONLY							
County Funding Participation		\$	_				
Total Project Cost		\$	-				
Total project costs to date		\$	_				
County obligation to date		s	_				
County retainage (%)		(\$)				
County funds previously disbursed		(\$)				
County funds due this billing		s					
Reviewed and Approved by:	PBC Project Administrator/Da	ate					
_	Assistant County Engineer or		-				

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

		(Project)	····		
	Grantee	В	illing Date	· · ·	
	Billing #	В	illing 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 purcha above were used in accomplishing the project.	che	cks, and other purchasing docu	at bid tabulations, executed contract cancelled umentation have been maintained as required ve and are available for audit upon request.		
Administrator/Date	Fin	ancial Officer/Date			

2007						· F	Page <u>1</u> of <u>1</u>	
			BUDGET	CH COUNTY		•	BGEX070307-1	1896
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/03/07	REMAINING BALANCE
HAMPTONS BEAUT/ROW INDIAN CRK PKWY-DIST 1 3500-368-1261-8201 Contributions-Non-Govtl Agncy		0	0	20,000	0	20,000	0	20,00
RESERVE FOR DISTRICT 1 3500-368-9111-9907 Res-Future Construction		1,863,324	705,569	0	20,000	685,569		·
				20,000	20,000			
		SIGNATURE		DATE		By Boar At Meet	d of County Commi	
Engineering & Public Works			Auf -	7	12/07			

Administration / Budget Approval

OFMB Department - Posted

Deputy Clerk to the Board of County Commissioners