

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	February 5, 2008	Consent <input checked="" type="checkbox"/> [X]	Regular <input type="checkbox"/> []
		Public Hearing <input type="checkbox"/> []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

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I. EXECUTIVE BRIEF

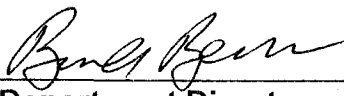

Motion and Title: Staff recommends motion to approve: a Water Quality Monitoring Agreement (Agreement) with Cen West Communities, Inc. for an on-site water distribution system at Century Village – Boca Raton.

Summary: Cen West Communities, Inc. (Century) operates an on-site potable water distribution system at Century Village – Boca Raton, serving approximately 7,000 residential units. The Water Utilities Department provides bulk potable water to Century via two 8" meters and Century is distributing the water to its on-site residents through a privately owned water distribution system. Century Village – Boca Raton is considered a consecutive water distribution system which is required to comply with regulatory requirements of the United States Environmental Protection Agency (USEPA), the Florida Department of Environmental Protection (FDEP) and the local Health Department with authority over the distribution of potable water. In order to comply with these regulatory requirements, Century is required to monitor water quality throughout the System, including the sampling, testing, and reporting of water quality to the appropriate agencies. Century has requested that the Water Utilities Department provide monitoring and reporting services for the on-site potable water distribution system. Under this Agreement, the Department will monitor the water quality data, provide reports to the appropriate agencies, and assure full compliance with all regulatory requirements, including monthly operating reports (MORs), and USEPA's Lead and Copper and Initial Distribution System Evaluation (ISDE) programs. The term of the Agreement is for two (2) years, with the option of renewal for two (2) additional years. The cost for the first year will be at a monthly rate of \$2,954. Costs for subsequent years will be adjusted by an agreed-upon index. Capital improvements and related operation and maintenance activities of the on-site water distribution system are not included in this Agreement. District 5 (MJ)

Background and Justification: The Department provides contract services with other entities, including Lion Country Safari, the School Board, and the Department of Airports for operation and maintenance of various water and wastewater facilities. Century entered into an agreement to have the Department provide water quality monitoring and reporting services for their onsite water distribution system to assure full compliance with all applicable rules and requirements governing the operation of consecutive (privately owned) water distribution system. They will continue to pay for all direct costs, plus other fees at cost. Water Utilities Department staff will make scheduled routine visits to collect water quality samples, laboratory analysis and all related required reporting to regulatory agencies to insure that the onsite water distribution meet permit requirements. Additional services that may be requested by Century will be billed for direct costs plus 25%.

Attachments:

- 1. Location Map
- 2. Three (3) Original Agreements

Recommended By:		12/19/07
	Department Director	Date
Approved By:		1/9/08
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>(\$35,448.00)</u>	<u>(\$35,448.00)</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<u>\$35,448.00</u>	<u>\$35,448.00</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund _____ Dept _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes No Reporting Category N/A

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

Century will compensate the Department for monitoring and reporting of on-site water quality for period of two years.

C. Department Fiscal Review: In Expense

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:
 FY 2009 rate increase is indeterminable at this time but may not exceed three percent.

Jim Dul 1-4-08
 OFMB
 1/12/08
 1/13/08
 1/17/08
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B. Legal sufficiency:

W. W. 1/8/08
 Assistant County Attorney

This Contract complies with our contract review requirements.

C. Other Department Review:

 Department Director

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

LOCATION MAP



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

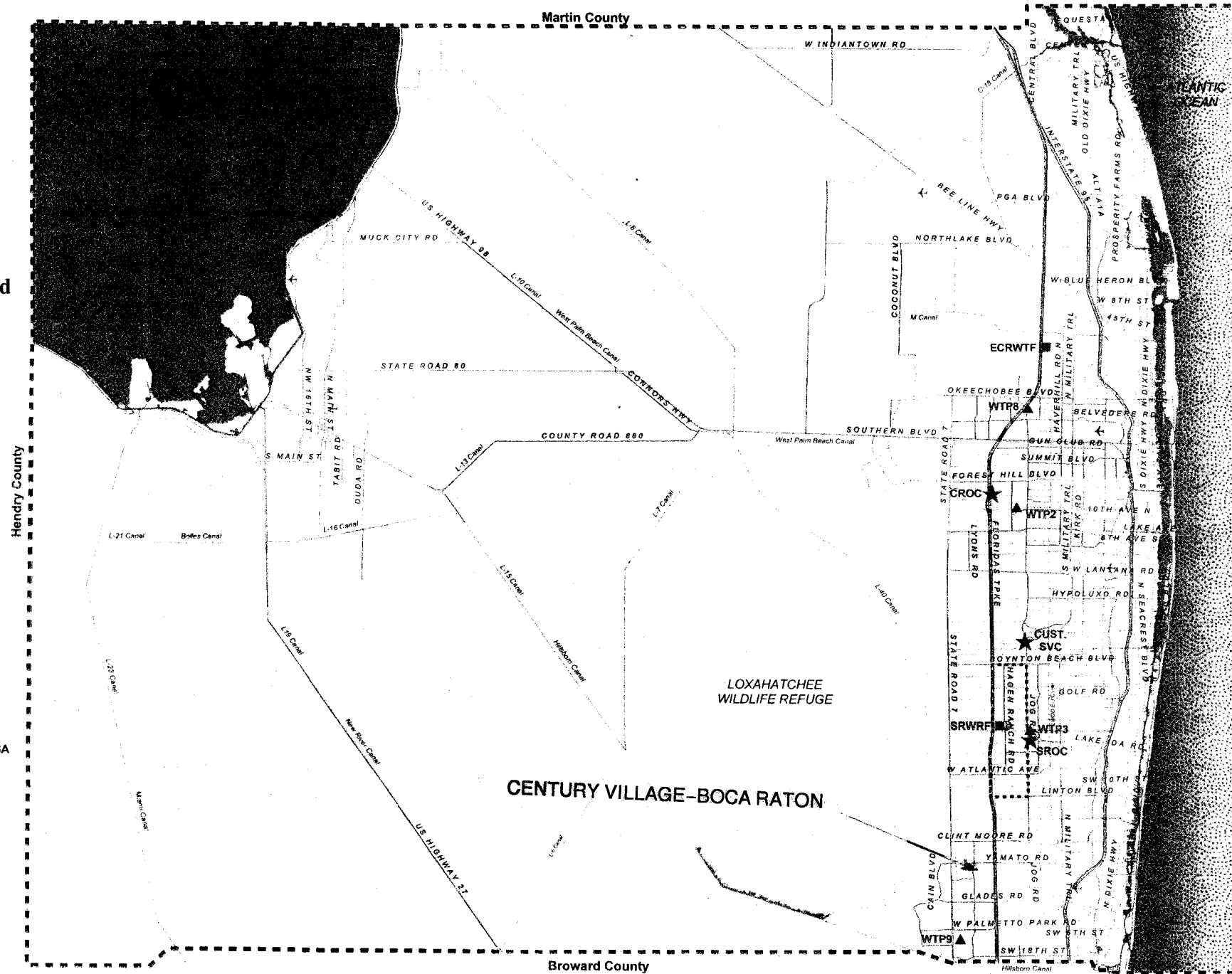
Attachment 1

Legend

- P.B.C.W.U.D. SA**
----- MANDATORY RECLAIMED SA
- - - COUNTY LIMITS
★ Administration
■ Water Reclamation Plant
▲ Water Treatment Plant
⊙ Wetlands



NOT TO SCALE



**AGREEMENT BETWEEN PALM BEACH COUNTY AND CEN WEST
COMMUNITIES, INC. FOR WATER QUALITY MONITORING**

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2007, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Cen West Communities, Inc., a Florida Corporation ("Century").

WITNESSETH:

WHEREAS, Century operates an on-site potable water distribution system ("System") at Century Village – Boca Raton, serving approximately 7,000 residential units; and

WHEREAS, as the operator of the System, Century is required to comply with regulatory requirements of various agencies with authority over the distribution of potable water; and

WHEREAS, in order to comply with these regulatory requirements, Century is required to monitor water quality throughout the System, including the sampling, testing, and reporting of water quality to the appropriate agencies; and

WHEREAS, Century wishes to contract with the County to have certain water quality monitoring performed by the County, and to compensate the County for these services; and

WHEREAS, County is agreeable to providing the monitoring services for compensation in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby covenant and agree:

1. Recitals.

The recitals set forth above are true and correct and form a part of this Agreement.

2. Effective Date/Term.

This Agreement shall become effective upon approval by both parties. The Effective Date of this Agreement shall be the date the Agreement is ratified by the Palm Beach County Board of County Commissioners. This Agreement shall begin on the Effective Date and continue for a period of two (2) years, at which time it may be extended for an additional two (2) years term upon mutual written agreement of the parties, provided that Century has provided the County with written notice of a request to extend the Agreement at least sixty (60) days prior to expiration.

3. Monitoring Services

County shall provide the monitoring services set forth in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein. In consideration for the monitoring services provided by the County, Century agrees to compensate the County the amount of \$2,954 per month, which is due by the 10th day of each month. Beginning on the first anniversary of the Effective Date, and on each anniversary date thereafter, this fee shall be adjusted by an amount equal to the prior year's (measured October to October) Consumer Price Index, all Urban Consumers, Water and Sewerage Maintenance, published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI") or some other mutually agreed-upon index if the CPI is discontinued, but in no case shall the escalation exceed three percent (3%) annually.

4. Default.

The occurrence of any of the following shall be a default of this Agreement:

A. The failure by Century to pay any fee, charge, or invoice to the County within thirty (30) days of the day upon which such fee, charge, or invoice becomes due.

B. The failure by the County to perform its agreed upon services under this Agreement, if such failure is not cured within thirty (30) days of receipt of written notice from Century specifying the nature of the default. If such default cannot reasonably be cured within the thirty (30) day period, and the County is diligently pursuing a cure of the default, the default period shall be extended to such time as the default could be reasonable cured.

5. Notice.

Any notice given under the provisions of this Agreement shall be in writing and shall be delivered personally or sent by certified or registered mail to:

County:

Director

Water Utilities Department

P O Box 16097

West Palm Beach, FL 33416-6097

Century:

Joanne Jackson

Cen West Communities, Inc.

19296 Lyons Road

Boca Raton, FL 33434

6. Contact Persons.

County:

Director

M-F 8-5

561-493-6000

Century:

Joanne Jackson

M-F 9-5

(561)451-1222 cell (561) 239-3107

7. Indemnification

Century shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officials harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Agreement or due to the acts or omissions of Century, its agents and/or employees. The provisions of this paragraph shall be absolute, irrespective of any joint, sole, or contributory fault or negligence of County. The provisions of this paragraph shall survive termination or expiration of this Agreement.

8. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, with respect to matters contained herein.

9. Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. All of which together shall constitute one (1) and the same instrument.

10. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

11. Nondiscrimination.

The County and Century agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

12. Joint Preparation.

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 interpretation, be construed more severely against one of the parties than the other.

13. Waiver.

No waiver of any provision(s) of this Agreement shall be effective unless it is in writing signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

14. Survivability.

Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.

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IN WITNESS WHEREOF, the parties, by and through their duly authorized agents,
have set their hands and seals on the date indicated above.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Barry
Department Director

Cen West Communities, Inc.

WITNESSES:

[Signature]
Signature
ROBERT FOX
Typed or Printed Name
[Signature]
Signature
MERYL PATRICK
Typed or Printed Name

By: [Signature]
Signature
JOANNE JACKSON
Typed or Printed Name
Vice President
Title

{ Corporate
Seal }

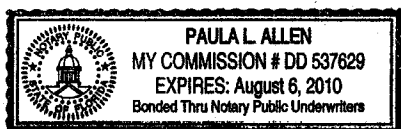
STATE OF Florida
COUNTY OF Palm Beach

NOTARY CERTIFICATE

The foregoing instrument was acknowledged before me this 11th day of December, 2007 by Joanne Jackson. He/she is personally known to me or has produced _____ as identification.

My Commission
Expires: _____

Paula L. Allen
Signature of Notary
PAULA L. ALLEN
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number: DD 537629

EXHIBIT "A"

MONITORING SERVICES PROVIDED BY COUNTY

1. Century Village will collect and sample the daily chlorine residual from the onsite water distribution system and provide the data to the Palm Beach County Water Utilities Department.
2. County will provide Water quality sampling and analysis events as outlined in TABLE -1 attached hereto, including the following services:
 - a. Monitor the daily chlorine residual and prepare monthly operating report (MOR) to be submitted to Palm Beach County Health Unit.
 - b. Inform Century Village of all applicable rules and regulations to comply with all regulatory requirements. Work arising from any applicable rules and regulations is NOT part of the scope of work contemplated in this Agreement. For example, if a boil water notice is necessary, PBCWUD shall inform the management of Century Village and the Palm Beach County Health Department, however, any other work (i.e. placing tags on the resident's doors) associated with the boil water notice is NOT part of the scope of work contemplated in this Agreement.
3. Operation and maintenance of the Century Village water system is NOT part of the scope of work contemplated in this Agreement.
4. Capital Improvement projects are NOT part of the scope of work contemplated in this Agreement.

TABLE - 1
Cost Breakdown Analysis
Water Quality Monitoring and Reporting
Century Village

Analysis	Frequency	Estimated No. of Samples	No. of Samples per Year	Cost per sample	Total Analysis Cost	Sampling hours	Cost for sampling	Total annual Cost for Project (F+H)
Sampling and Analysis								
Lead (Pb)	Once every 3 years	20		\$100.00	\$2,000.00	15	\$750.00	\$916.67
Copper (Cu)	Once every 3 years	20		\$100.00	\$2,000.00			\$666.67
Total Trihalomethanes (THM)	Quarterly	3	12	\$160.00	\$1,920.00	3.5	\$175.00	\$2,095.00
Total Haloacetic Acids (HAA)	Quarterly	3	12	\$240.00	\$2,880.00			\$1,440.00
Total Coliform	Monthly	8	96	\$75.00	\$7,200.00	72	\$3,600.00	\$10,800.00
Standard Plate Counts (HPC)	Monthly	8	96	\$75.00	\$7,200.00			\$7,200.00
Estimated Annual Cost								\$23,118.33
	Frequency	Hour/event	No. of Frequency	Hourly Rate				
Monitoring and Reporting								
MOR Reporting – 2hrs per Month	monthly	2	12	81.88				\$1,965
Annual Compliance Reporting	Annual	40	1	81.88				\$3,275
Laboratory Costs								\$23,118
Monitoring and Reporting								\$5,240
Subtotal								\$28,359
Administration Cost (%25)								\$7,090
Total								\$35,448
Monthly Fee								\$2,954

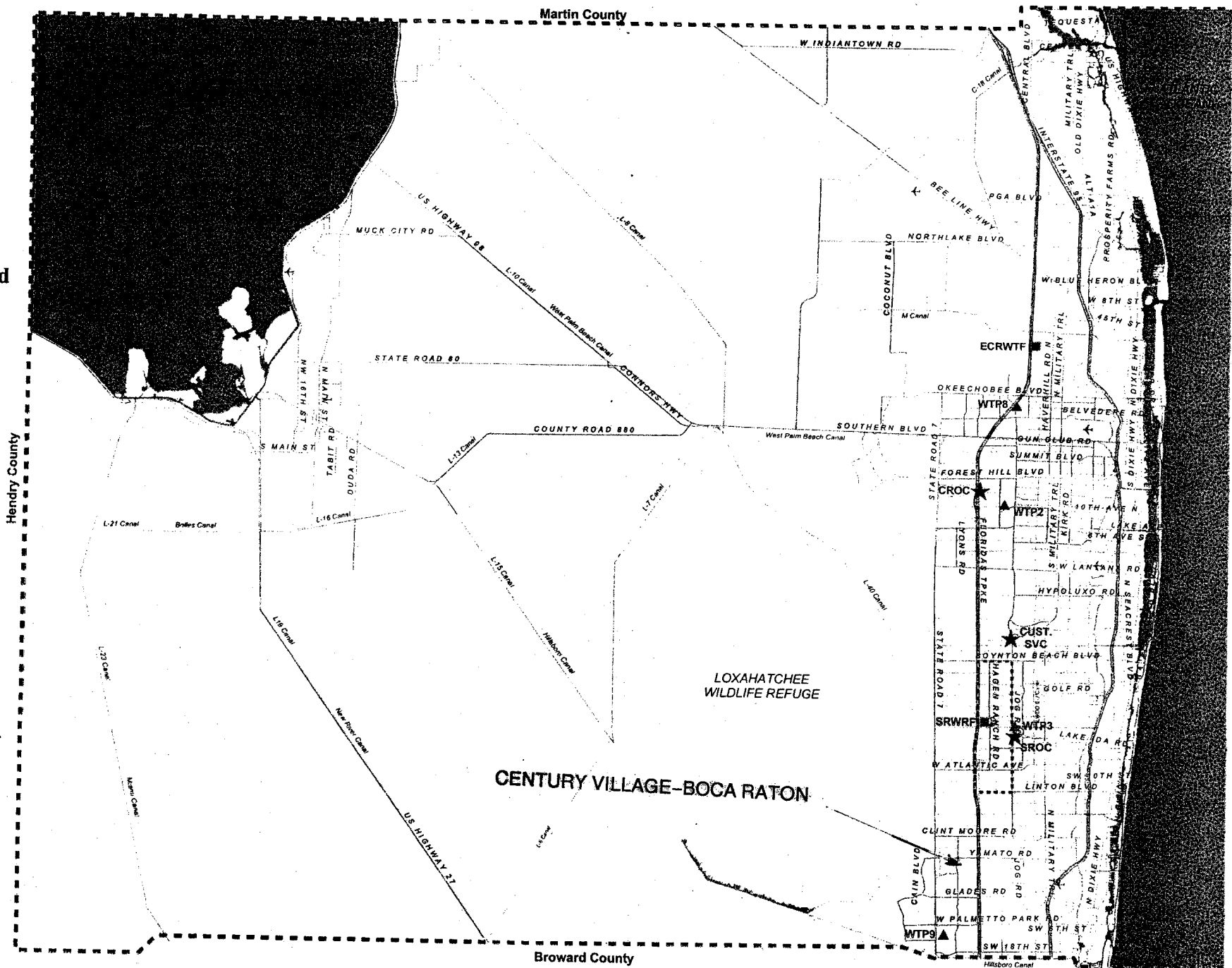
If additional samples for Pb and Cu are required, the cost will be adjusted accordingly.

Century Village staff must collect and sample the chlorine residual within the distribution system and provide the information to PBCWUD.

LOCATION MAP



Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities



- Legend
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - COUNTY LIMITS
 - Administration
 - Water Reclamation Plant
 - Water Treatment Plant
 - Wetlands

