

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 18, 2008 **Consent** **Regular**
 Workshop **Public Hearing**

Department:
Submitted By: Engineering & Public Works
Submitted For: Streetscape Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A Financial Assistance Agreement with Coco Wood Lakes Association, Inc. (Association), to provide reimbursement funding not to exceed \$30,000; *and*
- B) A Budget Transfer of \$30,000 in the Transportation Improvement Fund from Reserve for District 5 to El Clair Ranch Road for beautification in Palm Beach County's right of way, and at the Association's entrances at West Atlantic Avenue and El Clair Ranch Road, and at South Oriole Boulevard and Jog Road.

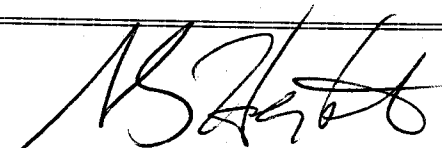

SUMMARY: Approval of this item provides funding in an amount up to \$30,000 for the Association's installation of beautification in Palm Beach County's right of way for El Clair Ranch Road, and at the Association's two entrances. After the installation, the Association will be responsible for perpetual maintenance of the beautification improvements.


District 5 (MRE)

Background and Justification: This project is deemed to be eligible for gas tax funding, and will enhance the appearance of this public roadway. The District 5 Commissioner has agreed to the use of District 5 Reserves for this purpose.

Attachments:

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

Recommended By:  
Division Director **10/9/08**
Date

Approved By:  **10/23/08**
County Engineer **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$30,000	-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	\$30,000	-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 5
 Coco Wood Lakes Beautification - Dist 5

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Atwillwhite 10-28-08
 OFMB ^{sd} 10/21/08
 (WD) 10/28

John J. [Signature] 10/29/08
 Contract Dev. and Control
 10/29/08

B. Approved as to Form and Legal Sufficiency:

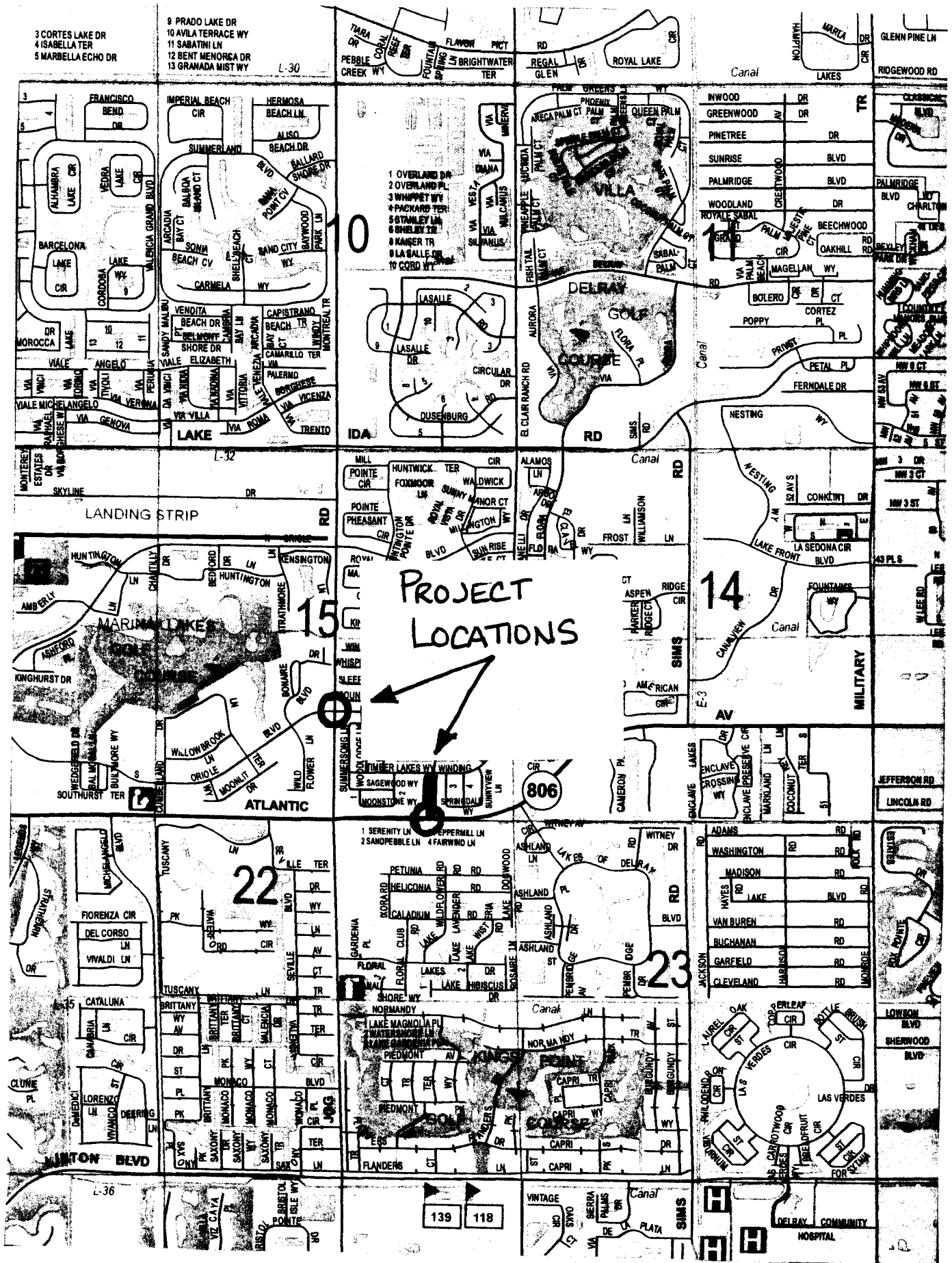
Monroe [Signature] 10/31/08
 (Assistant County Attorney)

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 SKETCH

Ranew Insurance Agency

966 S. Wickham Rd. Suite 102
West Melbourne, FL 32904

Email: mail@ranewinsurance.com
Phone 321-722-2338
Fax 321-722-2158

**Coco Wood Lakes HOA
6269 W. Atlantic Avenue
Delray Beach, FL 33484
(2008 - 2009)**

Property

(Citizens)

Real Property Total Insurable Value \$1,205,400
Replacement Cost including Wind / Hail
\$1,000 All Other Perils / 3% Hurricane per Calendar Year
Yearly Premium: \$14,744.00

Difference in Conditions (Century)

Real Property T I V \$1,205,400
Deductible \$ 2,500
Yearly Premium: \$2,322.29

General Liability

(Western World)

General Aggregate \$2,000,000
Products Aggregate \$1,000,000
Pers. & Advertising \$1,000,000
Each Occurrence \$1,000,000
Hired/Non Owned \$1,000,000
Yearly Premium: \$4,043.47

Crime

(Hartford)

\$300,000 Subject to a \$3,000 deductible
Yearly Premium: \$652.46

Directors and Officers (Travelers)

Each Loss \$1,000,000
Each Policy Year \$1,000,000
Deductible \$ 1,000
Yearly Premium: \$ 2,112.92

Umbrella Liability (Zurich)

General Aggregate \$5,000,000
Each Occurrence \$5,000,000
Yearly Premium: \$4,859.54

Total Yearly Premium: \$28,734.68

Gary Gregory

From: Andrew Hertel
Sent: Friday, August 08, 2008 7:21 AM
To: Vivian Leiva
Subject: RE: CocoWoodLakes073108.pdf - Adobe Reader

Hi Vivian,

When you have a chance, please send me their plans so I can make sure I've got things covered correctly in the agreement, before I send it out.

Thanks, Andy

>>> Vivian Leiva 8/5/08 9:16 AM >>>
Andy,

It looks fine. I will be sending to you via interoffice mail drawings which were sent to us of their project.

From: Andrew Hertel [<mailto:ahertel@co.palm-beach.fl.us>]
Sent: Thursday, July 31, 2008 1:41 PM
To: Vivian Leiva
Cc: Owen Miley
Subject: CocoWoodLakes073108.pdf - Adobe Reader

Hi Vivian,

I hope you enjoyed NC!. Here's a draft of the agreement. Not sure why, but spacing changed a bit when I saved it as a PDF...I'll fix that before it goes out to them. Please let me know what you think when you have a chance.

Thanks, Andy

Commissioner Aaronson would like to assist Coco Wood Lakes, Inc., with funding from District Five Gas Tax Fund in the amount of \$30,000 for landscaping along Coco Wood's property line fronting Atlantic Avenue and on the west side of Coco Wood Lakes along Jog Road.

Please prepare the necessary documentation.

FINANCIAL ASSISTANCE AGREEMENT WITH COCO WOOD LAKES ASSOCIATION, INC., FOR BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR ELCLAIR RANCH ROAD, AND THE COMMUNITY'S ENTRANCES AT WEST ATLANTIC AVENUE AND EL CLAIR RANCH ROAD, AND AT SOUTH ORIOLE BOULEVARD AND JOG ROAD

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between COCO WOOD LAKES ASSOCIATION, INC. (FEI Number 591846062), 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 beautification (hereinafter "IMPROVEMENTS") in COUNTY's right of way for El Clair Ranch Road from West Atlantic Avenue to Timber Lakes Way, and on ASSOCIATION's property adjacent to the ASSOCIATION's entrances at the intersections of West Atlantic Avenue and El Clair Ranch Road, and at South Oriole Boulevard and Jog Road. As appropriate, all IMPROVEMENTS shall be located either in COUNTY's right of way for El Clair Ranch Road, or on ASSOCIATION's property within 25 feet and visible from road rights of way for West Atlantic Avenue and El Clair Ranch Road, and South Oriole Boulevard and Jog Road; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public purpose in the enhancement of the appearance of these rights of way and wishes to support ASSOCIATION's efforts to install the IMPROVEMENTS by providing reimbursement funding from Reserves for District 5, in an amount not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00).

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 Reserves for District 5, in an amount not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00).**
- 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.**

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**
4 **governmental laws and regulations and will comply with all applicable governmental**
5 **landscaping codes and permitting requirements in the selection and installation of**
6 **the IMPROVEMENTS. ASSOCIATION agrees to install the IMPROVEMENTS**
7 **substantially in accordance with the plans, specifications and costs as permitted**
8 **and/or approved by COUNTY. ASSOCIATION also agrees to assume financial**
9 **responsibility for the completion of any portions of the IMPROVEMENTS that are not**
10 **fully-funded by the amount set forth in Paragraph 2, above. Otherwise, COUNTY will**
11 **have the final determination of the eligibility for reimbursement of any changes.**
12 **Substantial variations from the approved plans shall require prior written approval**
13 **from COUNTY Engineer's Office. The final drawings must be signed and sealed by a**
14 **Florida Registered Landscape Architect.**

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

- 20 a. **A statement from a Florida Registered Landscape Architect that the**
21 **IMPROVEMENTS have been inspected and were installed substantially**
22 **in accordance with the approved plans for the IMPROVEMENTS, and;**
23 b. **A Contract Payment Request Form and a Contractual Services**
24 **Purchases Schedule Form, attached hereto and incorporated herein as**
25 **Exhibit "A" (pages 1 and 2) which are required for each and every**
26 **reimbursement requested by ASSOCIATION. Said information shall list**
27 **each invoice paid by ASSOCIATION and shall include the vendor**
28 **invoice number, invoice date, and the amount paid by ASSOCIATION.**
29 **ASSOCIATION shall attach a copy of each vendor invoice paid by**
30 **ASSOCIATION along with a copy of the respective check and shall**
31 **make reference thereof to the applicable item listed on the Contractual**
32 **Services Purchases Schedule Form. Further, the Program**
33 **Administrator and the President of ASSOCIATION, or his designee shall**
34 **also certify that each vendor invoice listed on the Contractual Services**
35 **Purchases Schedule Form was paid by ASSOCIATION as indicated.**
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1 7. **ASSOCIATION shall maintain adequate records to justify all charges,**
2 **expenses, and costs incurred in performing the IMPROVEMENTS for at least three**
3 **(3) years after the completion of the IMPROVEMENTS. COUNTY shall have access to**
4 **all books, records and documents as required in this Section for the purpose of**
5 **inspection or audit during normal business hours.**

6 8. **ASSOCIATION agrees to be responsible for the perpetual maintenance**
7 **of the IMPROVEMENTS following its installation and shall be solely responsible for**
8 **obtaining and complying with all necessary permits, approvals, and authorizations**
9 **from any federal, state, regional, or COUNTY agency which are required for the**
10 **subsequent maintenance of the IMPROVEMENTS.**

11 9. **All installation of the IMPROVEMENTS shall be completed and final**
12 **invoices submitted to COUNTY no later than October 31, 2009, and COUNTY shall**
13 **have no obligation to ASSOCIATION or any other entity or person for any cost**
14 **incurred thereafter unless the time for completion is extended by modification of this**
15 **Agreement as provided herein.**

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

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

34 12. **ASSOCIATION shall, at all times during the term of this Agreement (the**
35 **installation and existence of the IMPROVEMENTS), maintain in force its status as an**
36 **insured corporation, and shall provide evidence of this insurance prior to COUNTY's**
37 **execution of this Agreement.**

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

- 1 a. Workers' Compensation coverage in accordance with Florida
2 Statutes, and;
3 b. Commercial General Liability coverage, including vehicle coverage,
4 in combined single limits of not less than ONE MILLION AND 00/100
5 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage
6 as an additional insured.
7 c. A payment and performance bond for the total amount of the
8 improvements in accordance with Florida Statute 255.05.

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

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

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

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

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

26 19. All notices required to be given under this Agreement shall be in
27 writing, and deemed sufficient to each party when sent by United States Mail,
28 postage prepaid, to the following:

29 AS TO COUNTY

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

35 AS TO ASSOCIATION

36 President, Coco Wood Lakes Association, Inc.
37 6269 West Atlantic Avenue
38 Delray Beach, FL 33484
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1 **20. This Agreement shall be construed and governed by the laws of the**
2 **State of Florida. Any and all legal action necessary to enforce this Agreement shall**
3 **be held in Palm Beach County. No remedy herein conferred upon any party is**
4 **intended to be exclusive of any other remedy, and each and every other remedy**
5 **shall be cumulative and shall be in addition to every other remedy given hereunder**
6 **or now or hereafter existing at law or in equity or by statute or otherwise. No single**
7 **or partial exercise by any party of any right, power, or remedy shall preclude any**
8 **other or further exercise thereof.**

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

13 **22. Except as expressly permitted herein to the contrary, no modification,**
14 **amendment, or alteration in the terms or conditions contained herein shall be**
15 **effective unless contained in a written document executed with the same formality**
16 **and equality of dignity herewith.**

17 **23. Each party agrees to abide by all laws, orders, rules and regulations and**
18 **ASSOCIATION will comply with all applicable governmental landscaping codes in**
19 **the maintenance and replacement of the IMPROVEMENTS.**

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

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

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

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

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

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1 **29. This Agreement represents the entire understanding among the parties,**
2 **and supersedes all other negotiations, representations, or agreements, either written**
3 **or oral, relating to this Agreement.**

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

6 **31. This Agreement shall take effect upon execution and the effective date**
7 **shall be the date of execution.**

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

COCO WOOD LAKES ASSOCIATION, INC.

(ASSOCIATION SEAL)

COCO WOOD LAKES ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS

ATTEST:

By: David S. Eakood
ASSOCIATION SECRETARY

By: Opdalaine D'Andrea
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature] 9/19/08
ASSOCIATION ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK & COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
~~ADDIE L. GREENE, CHAIRPERSON~~

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

Exhibit A

(Project)

Grantee _____

Request Date _____

Billing # _____

Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above
were incurred for the work identified as being
accomplished in the attached progress reports.

Certification: I hereby certify that the documen-
tation has been maintained as required to support
the project expenses reported above and is avail-
able for audit upon request.

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 Project Administrator/Date

Assistant 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

ATTACHMENT # 5

2009 _____

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 100908-192

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/09/08	REMAINING BALANCE
<u>COCO WOOD LAKES BEAUTIFICATION - DIST 5</u>								
3500-368-1299-6510	Landscaping/Irrigation Infra	0	0	30,000	0	30,000	0	30,000
<u>RESERVE FOR DISTRICT 5</u>								
3500-368-9115-9907	Res-Future Construction	2,390,446	2,345,446	<u>0</u>	<u>30,000</u>	2,315,446		
				30,000	30,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 11/18/08

Engineering & Public Works

[Signature]

11/18/08

Administration / Budget Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners