

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 1, 2011 Consent [X] Regular []
Public Hearing []

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: The following two (2) documents:

- A) a Contract with TLC Diversified, Inc. in the amount of \$138,600 for Cherry Road Lift Station (L.S. 6066) Rehabilitation Project. (WUD Project No. 08-007) (District 2) (JM); and
- B) Standard Indemnity Agreement with G L Homes of Boca Raton Associates V, Ltd., SDA # 05-01026-008. (District 5)(SF)

Summary: In accordance with County PPM CW-0-051, all delegated contracts/ agreements/ grants/procurement items must be submitted by the initiating Department as a receive and file agenda item. The attached Standard Development Agreement, Contracts and Indemnity Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with Resolutions R93-1619, R96-0228, and R2003-0539 and are now being submitted to the Board to receive and file. **Original documents can be viewed in Minutes.**

Background and Justification: Water Utilities Department's Uniform Policies and Procedures require Standard Development Agreements to obtain concurrency for water and/or wastewater service. The terms and conditions for Standard Development Agreements are outlined in the Water Utilities Department's Uniform Policies and Procedures Manual. The Board of County Commissioners delegated the authority to execute various types of Standard Development Agreements, and related documents including Standard Indemnity Agreements to the Department Director including potable water and wastewater agreements (R93-1619); reclaimed water agreements (R96-0228); and additional conditions for potable water, wastewater, and reclaimed water agreements (R2003-0539). On September 15, 2011, the Director of the Water Utilities Department approved a contract with TLC Diversified, Inc. in the amount of \$138,600 to provide all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for the rehabilitation of existing wastewater Lift Station No. 6066. The Small Business Enterprise (SBE) participation goal established by the SBE Ordinance (R2002-0064) is 15% overall. The contract with TLC Diversified, Inc. provides for SBE participation of 23.53% overall. TLC Diversified, Inc. is a local Palm Beach County Company.

The Agreements attached have been executed on behalf of the Board by the County Administrator/Director/Deputy Director of the Water Utilities Department in accordance with the authority delegated by the Board, and are now being submitted to the Board to receive and file.

Attachments:

- 1. Location Map
- 2. Two (2) Original Contracts
- 3. One (1) Original Indemnity Agreement

Recommended By: Burt Beards 9/28/11
Department Director Date

Approved By: Sharon O'Byrne 10-24-11
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$138,600.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Expenses	<u>0</u>	<u>0</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>\$138,600.00</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 3804 Dept 411 Unit B396 Object 4907 (\$135,474.00)
 Fund 4001 Dept 720 Unit 2554 Object 4615 (\$ 3,126.00)

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

This Contract with TLC Diversified, Inc. is funded 97.7% by Palm Beach County Facilities Department and 2.3% by Palm Beach County Water Utilities Department.

C. Department Fiscal Review: Delma M. West

III. REVIEW COMMENTS

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

[Signature] 10/4/11
 OFMB
 9/29/11
 5/28/11

[Signature] 10/19/11
 Contract Development and Control
 10-19-11 B. Wheeler

B. Legal sufficiency:

[Signature] 10/24/11
 Assistant County Attorney

C. Other Department Review:

 Department Director

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



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

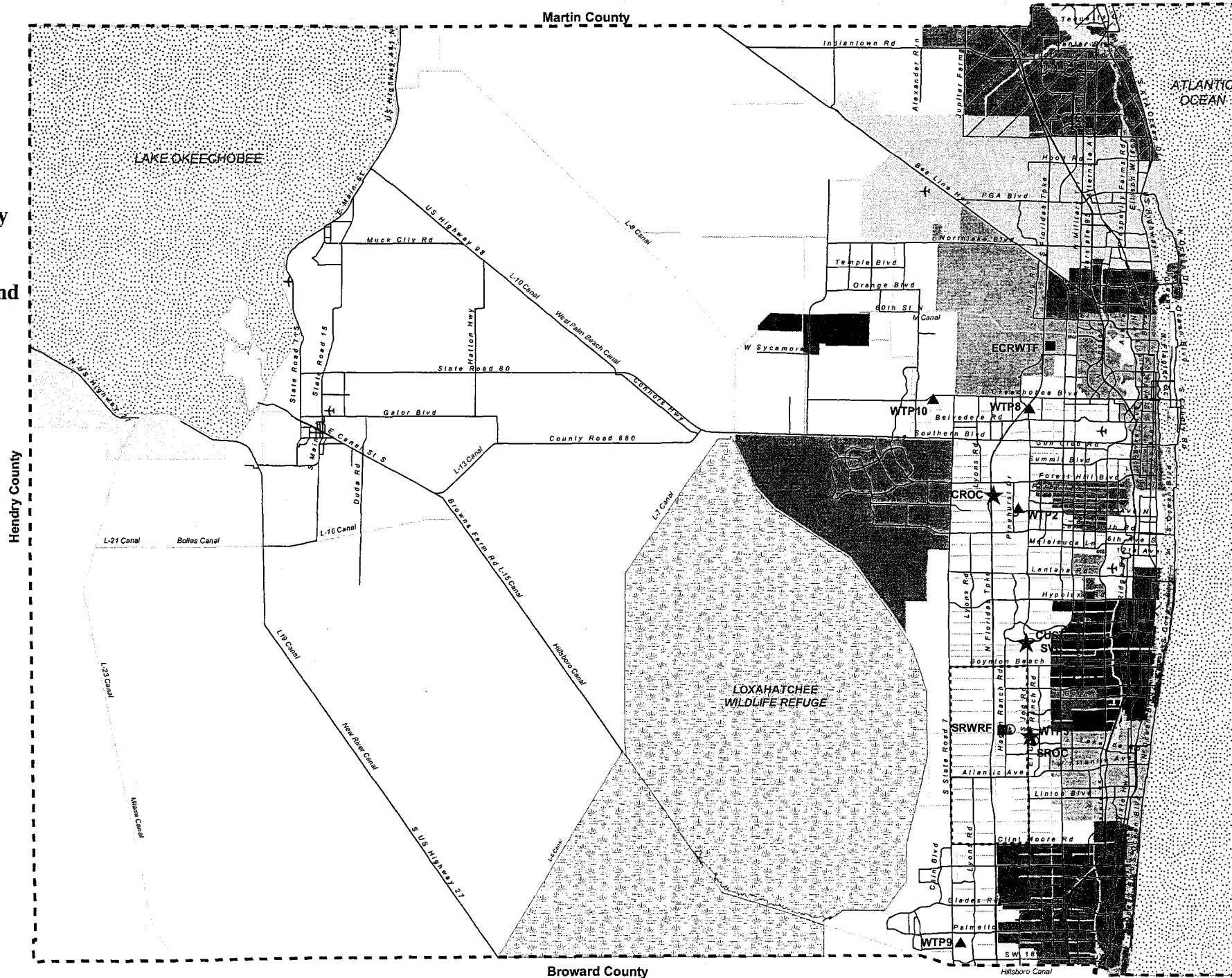
Attachment 1

Legend

- P.B.C.W.U.D. SA
- - - Mandatory Reclaimed SA
- · - Palm Beach County Limits
- ★ Administration
- Water Reclamation Facility
- ▲ Water Treatment Facility
- ⊕ Wetlands



NOT TO SCALE





INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT made and entered into this 17th day of August, 2011, by and between G.L. Homes of Boca Raton Associates, V. Ltd. a Florida limited partnership (hereinafter referred to as "Indemnitor") whose address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and Palm Beach County, (hereinafter referred to as "County"), whose address is c/o Palm Beach County Water Utilities Department, P. O. Box 16097, West Palm Beach, Florida 33416-6097.

WITNESSETH

WHEREAS, Indemnitor holds title to a certain parcel of real property more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(hereinafter referred to as the "Property"); and

WHEREAS, a Potable Water & Wastewater Development Agreement for the Property was entered into on R2006-1449 and R2006-1450 (Resolution number), (hereinafter referred to as "Agreement"); and

WHEREAS, Indemnitor has not been assigned the Agreement nor any of the water or wastewater ERC capacity associated with the Agreement; and

WHEREAS, all or portions of the potable water and wastewater ERC capacity provided for in the Agreement have not been used on the Property; and

WHEREAS, Indemnitor wishes to use the unused ERCs provided in the Agreement; and

WHEREAS, Indemnitor wishes to indemnify the County in as set forth herein.

NOW THEREFORE, for and in consideration of the covenants set forth herein, Indemnitor hereby agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Indemnitor may use 7 potable water ERCs and 7 wastewater ERCs which were reserved in the Agreement and have not been used on the Property, in accordance with the terms and conditions of the Agreement.
3. Indemnitor, its successor, heirs and/or assigns, hereby agrees to indemnify, release and hold County harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorney's fees at all levels, which may be imposed upon or asserted against County as a result of or in any way connected to County approving and accepting Indemnitor to use the unused ERCs from the Agreement.
4. This Indemnification Agreement shall not extend the term of the Agreement, and this Indemnification Agreement shall survive the termination of the Agreement.
5. This Indemnity Agreement shall be binding upon Indemnitor, its heirs, successors, legal representatives and assigns. This Agreement will run with the land and shall be recorded in the Public Records of Palm Beach County, Florida.

(The remainder of this page intentionally left blank)

Lot 81
FROM SDA #: 05-01026-004
TO SDA #: 05-01026-002
FROM SDA #: 05-01026-002
TO SDA #: 05-01026-002
Lots 84, 85, 92, 235, 237, 238

IN WITNESS WHEREOF, the parties have caused this Indemnification Agreement to be executed on the day and year first written above.

WITNESSES:

Nancy M May
Witness Signature
NANCY M. MAY

Typed or Printed Name

Judy Provence
Witness Signature

Judy Provence
Typed or Printed Name

PALM BEACH COUNTY

By: [Signature]
County Administrator or Designee

WITNESSES:

Sharolyn Webb
Witness Signature
SHAROLYN WEBB

Typed or Printed Name

Janice M. Cruz
Witness Signature
Janice M. Cruz

Typed or Printed Name

INDEMNITOR:

G.L. Homes of Boca Raton Associates V, Ltd., a Florida limited partnership

By: G.L. Homes of Boca Raton V Corporation, a Florida corporation, its general partner

By: [Signature]
Signature

VP
Title
Richard M Norwalk
Typed or Printed Name

{ Corporate }
Seal }

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF BROWARD

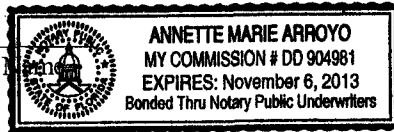
The foregoing instrument was acknowledged before me this 17th day of August, 2011 by Richard M Norwalk as Vice President of G.L. Homes of Boca Raton V Corporation, a Florida corporation, the general partner of G.L. Homes of Boca Raton Associates V, Ltd., a Florida limited partnership. He/she is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary

Typed, Printed, or Stamped
of Notary

Notary Public

Serial Number



WATER UTILITIES DEPARTMENT APPROVAL

By: [Signature] for
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Anne Wilford
County Attorney

EXHIBIT "A"

Lots 81, 84, 85 and 92, EQUUS AGR – PUD PHASE TWO, according to the Plat thereof, recorded in Plat Book 102, Page 157, of the Public Records of Palm Beach County, Florida

and

Lots 235, 237 and 238, EQUUS AGR – PUD PHASE THREE, according to the Plat thereof, recorded in Plat Book 105, Page 145, of the Public Records of Palm Beach County, Florida