

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: June 4, 2013 Consent [X] Regular []
Public Hearing []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement with Cen-West Communities, Inc. for repairs and fire hydrant replacement.

Summary: Cen-West Communities, Inc. is home to over 10,000 Palm Beach County residents. The homeowners association's expansive infrastructure includes 35.4 miles of water and sewer lines and 255 fire hydrants. Cen-West Communities, Inc. has requested that the Water Utilities Department (WUD) provide maintenance services within their community. Under this Agreement, WUD will make necessary replacements of fire hydrants and repair line breaks within the community. Labor costs for the first year will be incurred at cost as shown on Exhibit "B". The maximum hourly rate for labor in subsequent years will be adjusted by the U.S. Department of Labor's Consumer Price Index for "All Urban Consumers, Water and Sewerage Maintenance". The County may cancel the Agreement with a 5-day written notice. District 5 (MJ)

Background and Justification: Cen-West Communities, Inc. is requesting that WUD provide maintenance services to water and sewer infrastructure within its Boca Raton Community. Under the terms of this Agreement, WUD will provide maintenance services for five (5) years. WUDs staff will make replacements and repairs as needed to the water and sewer system within the community.

Attachments:

- 1. Location Map
- 2. Four (4) Original Agreements

Recommended By: Brenda Keenan 5/16/13
Department Director Date

Approved By: [Signature] 5/20/13
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	0	0	0	0	0
External Revenues	(\$268,583.00)	(\$282,012.00)	(\$296,112.00)	(\$310,918.00)	(\$326,464.00)
Operating Expenses	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(\$268,583.00)	(\$282,012.00)	(\$296,112.00)	(\$310,918.00)	(\$326,464.00)
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund 4001 Dept 720 Unit 2460 Object 4615

Is Item Included in Current Budget? Yes No X

Reporting Category N/A

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

C. Department Fiscal Review: Delira M. West

III. REVIEW COMMENTS

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

<p><u>[Signature]</u> OFMB 5/21/2013 JA 5/21/13 PM 5/20/13</p>	<p><u>[Signature]</u> Contract Development & Control 5-29-13 [Signature]</p>
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B. Legal sufficiency:

[Signature] 5/30/13
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**

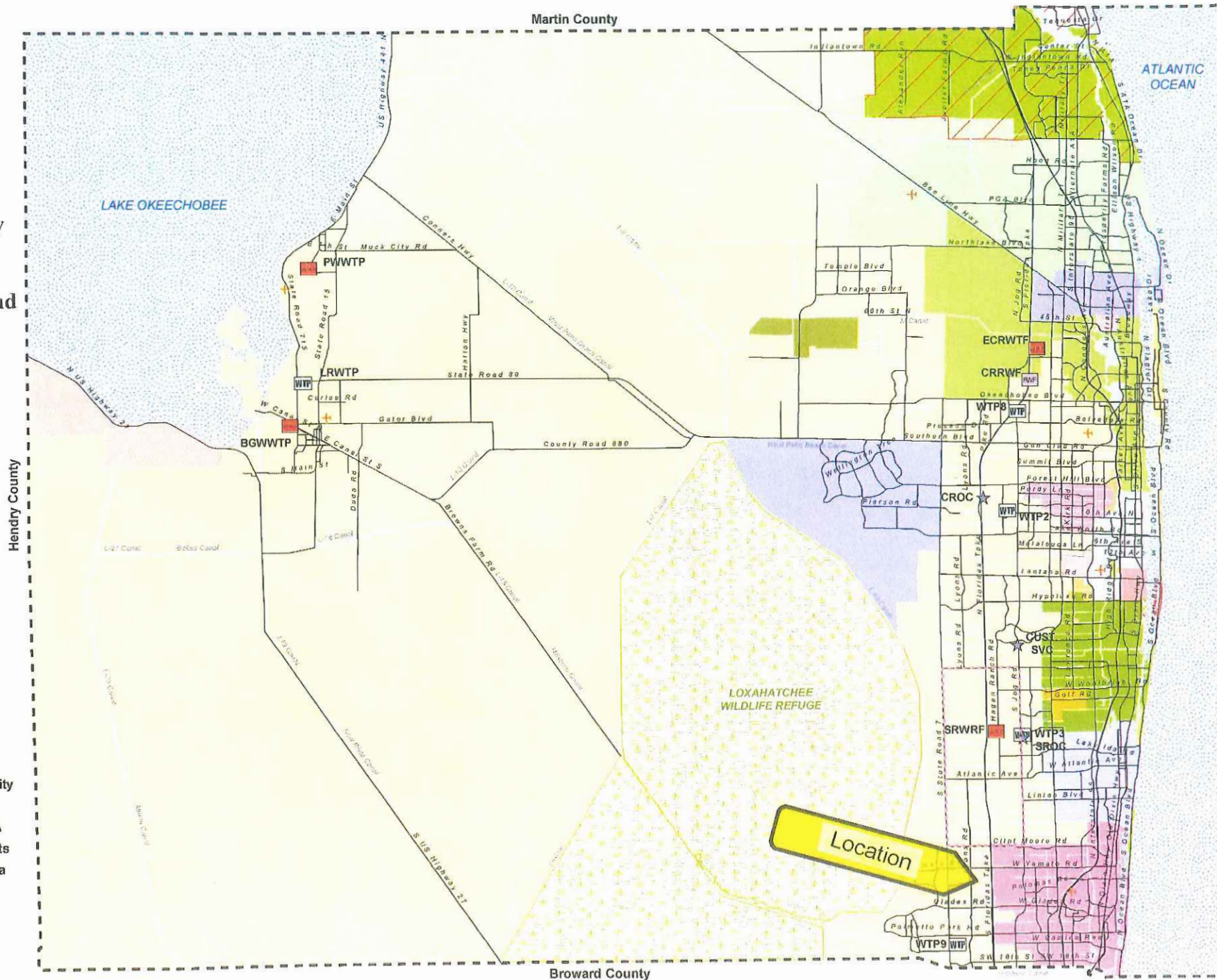
Attachment 1

Legend

- ★ Administration
- WTP Water Treatment Facility
- Water Reclamation Facility
- Reclamation Facility
- Mandatory Reclaimed SA
- Palm Beach County Limits
- P.B.C.W.U.D. Service Area



NOT TO SCALE



**AGREEMENT BETWEEN PALM BEACH COUNTY AND
CEN-WEST COMMUNITIES, INC. FOR SCHEDULED AND EMERGENCY
MAINTENANCE**

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2013, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Cen-West Communities, Inc., a Florida Corporation ("CVBR").

WITNESSETH:

WHEREAS, Cen-West Communities, Inc. is the master management firm for the Boca Raton Century Village, which is the community located in unincorporated Palm Beach County that is described in the Exhibit attached hereto as "Exhibit "A" (the "Property"); and

WHEREAS, the Property is home to approximately 10,000 residents located in the southern portion of the County's service area for water and wastewater; and

WHEREAS, the Property currently maintains 255 fire hydrants and 35.4 miles of water and sewer lines; and

WHEREAS, in order to efficiently maintain their system, CVBR is seeking an Agreement with the County to provide these maintenance services, and to compensate the County for these services; and

WHEREAS, County is agreeable to providing maintenance 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 five (5) years.

3. Maintenance Services

County shall provide the maintenance services are set forth in **Exhibit "B"**, a copy of which is attached hereto and incorporated herein. In consideration for the maintenance services provided by the County, CVBR agrees to compensate the County at cost up to the maximum hourly rate of \$250.00/hour for labor as described on **Exhibit "B"**. All necessary equipment will be charged at cost. Beginning on the first anniversary of the Effective Date, and on each anniversary date thereafter, the maximum hourly rate for labor 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. For the purpose of this Agreement, at cost shall mean actual costs incurred by Palm Beach County Water Utilities Department to repair water and sewer infrastructure within Cen-West Communities, Inc.

4. License

CVBR hereby provides the County and its employees and agents a license to enter onto the Property to provide the services set forth herein. CVBR hereby warrants that it has the requisite authority to grant this license, or that it has or will acquire the right to grant this license prior to the County entering the Property. CVBR hereby releases, indemnifies, and holds the County harmless for any and all damages and liabilities related to the inadequacy of this license.

5. Default.

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

A. The failure by CVBR 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 CVBR 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.

6. Termination.

"Either party may terminate this Agreement for cause following a default as defined in **Section 5** by providing written notice of said termination. In addition, County may terminate this agreement without cause by providing CVBR with a five (5) day written notice of said termination."

7. 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:

Bevin Beaudet
Water Utilities Department
P O Box 16097
West Palm Beach, FL 33416-6097

CVBR:

Gen-West Communities, Inc.
1601 Forum Place, Suite 500
West Palm Beach, FL 33401
Attention: Monica Wells, SVP

8. Contact Persons.

County:

Bevin Beaudet
M-F 8-5
561-493-6000

CVBR:

Anita Pearce, V.P.
M-F 9-5
work (561) 451-1207 cell (954) 821-3318

9. Indemnification

CVBR 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 CVBR, 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.

10. 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.

11. 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.

12. Captions.

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

13. Nondiscrimination.

The County and CVBR agree that no person shall, on the grounds of race, color, sex, national origin, age, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity or expression, 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.

14. 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.

15. 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.

16. 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.

17. Office of the Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present, and proposed Palm Beach County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of entities doing business with Palm Beach County to ensure compliance with contract requirements and detect corruption and fraud.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

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: _____
Steven L. Abrams, Mayor

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: [Signature]
Department Director

Cen-West Communities

WITNESSES:

[Signature]
Signature
Jean De George
Typed or Printed Name
[Signature]
Signature
DENISE JAGODA
Typed or Printed Name

By: [Signature]
Signature
MONICA D. WELLS
Typed or Printed Name
VP
Title
{ Corporate }
{ Seal }

NOTARY CERTIFICATE

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 27th day of May, 2013 by Monica D. Wells. He/she is personally known to me or has produced _____ as identification.

My Commission
Expires: 4/5/14

[Signature]
Signature of Notary
Susan Stifter
Typed, Printed, or Stamped Name of Notary



Notary Public
Serial Number: DD 974042

EXHIBIT "A"

LEGAL DESCRIPTION OF CEN-WEST COMMUNITIES, INC.

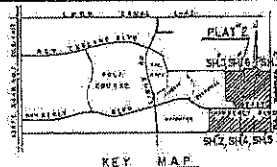
PLAT NO. 2
Century Village West
A PART OF A P. U. D.
"THE HAMPTONS AT LOGA KATON"

A SUBDIVISION OF A PORTION OF BLOCK 75, PALM BEACH FARMS
COMPANY, PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45-
54, SECTION 8 TWP. 47 S., RGE. 42 E., PALM BEACH COUNTY, FLORIDA

SHEET 1 OF 7 SHEETS

WEINER AND COMPANY

1000 N. W. 10th Street, Ft. Lauderdale, Florida 33304
Telephone: 561-551-1111



148
PLAT NO. 2
CENTURY VILLAGE WEST
A PART OF A P. U. D.
"THE HAMPTONS AT LOGA KATON"

PLAT TABULATION

TOTAL ACRES (this plat)	11567.06
TOTAL ACRES RAW (collector)	845.96
TOTAL NET ACREAGE	10721.10
TOTAL NO. OF UNITS (max)	1914
MAXIMUM DENSITY (this plat)	1334.4
REG. AREA ACREAGE	252.00

DEFINITION
As used in this plat, the word "Century Village West, Inc." shall mean the corporation organized under the laws of the State of Florida, and having as its principal office the office of the President of Century Village West, Inc., located at 1000 N. W. 10th Street, Ft. Lauderdale, Florida 33304.

ARTICLE I
The name of this corporation shall be Century Village West, Inc. and its principal office shall be located at 1000 N. W. 10th Street, Ft. Lauderdale, Florida 33304.

ARTICLE II
The purpose of this corporation shall be to acquire, develop, construct, operate, maintain, and manage the Century Village West, Inc. project, including the construction and maintenance of the roads, streets, and other facilities shown on the plat.

ARTICLE III
The capital stock of this corporation shall be divided into shares of common stock, the par value of which shall be \$100.00 per share.

ARTICLE IV
The members of the board of directors shall be elected by the shareholders of this corporation.

ARTICLE V
The officers of this corporation shall be elected by the board of directors.

ARTICLE VI
The powers and duties of the board of directors shall be as set forth in the bylaws of this corporation.

ARTICLE VII
The powers and duties of the officers of this corporation shall be as set forth in the bylaws of this corporation.

ARTICLE VIII
The financial statements of this corporation shall be audited by independent accountants.

ARTICLE IX
The books and records of this corporation shall be kept at its principal office.

ARTICLE X
The articles of incorporation and the bylaws of this corporation shall be subject to amendment.

ARTICLE XI
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XII
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XIII
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XIV
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XV
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XVI
The corporation shall have the right to sue and be sued.

ARTICLE XVII
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XVIII
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XIX
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XX
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XXI
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XXII
The corporation shall have the right to sue and be sued.

ARTICLE XXIII
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XXIV
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XXV
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XXVI
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XXVII
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XXVIII
The corporation shall have the right to sue and be sued.

ARTICLE XXIX
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XXX
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XXXI
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XXXII
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XXXIII
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XXXIV
The corporation shall have the right to sue and be sued.

ARTICLE XXXV
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XXXVI
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XXXVII
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XXXVIII
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XXXIX
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XXXX
The corporation shall have the right to sue and be sued.

ARTICLE XXXXI
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XXXXII
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XXXXIII
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XXXXIV
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XXXXV
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XXXXVI
The corporation shall have the right to sue and be sued.

ARTICLE XXXXVII
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XXXXVIII
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XXXXIX
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XXXXX
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XXXXXI
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XXXXXII
The corporation shall have the right to sue and be sued.

ARTICLE XXXXXIII
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XXXXXIV
The corporation shall have the right to sell the property shown on the plat.

ARTICLE XXXXXV
The corporation shall have the right to lease the property shown on the plat.

ARTICLE XXXXXVI
The corporation shall have the right to mortgage the property shown on the plat.

ARTICLE XXXXXVII
The corporation shall have the right to enter into contracts with third parties.

ARTICLE XXXXXVIII
The corporation shall have the right to sue and be sued.

ARTICLE XXXXXIX
The corporation shall have the right to acquire the property shown on the plat.

ARTICLE XXXXXX
The corporation shall have the right to sell the property shown on the plat.

NOTICE
This plat is hereby approved for recording, and the same shall be recorded in the public records of the State of Florida, in the name of the State of Florida, and in the name of the County of Palm Beach, Florida.

THE REGISTRAR
I, the Registrar of Deeds for the County of Palm Beach, Florida, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of the State of Florida, in the name of the State of Florida, and in the name of the County of Palm Beach, Florida.

SURETY'S CERTIFICATION
I, the Surety, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the public records of the State of Florida, in the name of the State of Florida, and in the name of the County of Palm Beach, Florida.

PLAT NO. 2
Century Village West
SHEET 2 OF 7 SHEETS

149

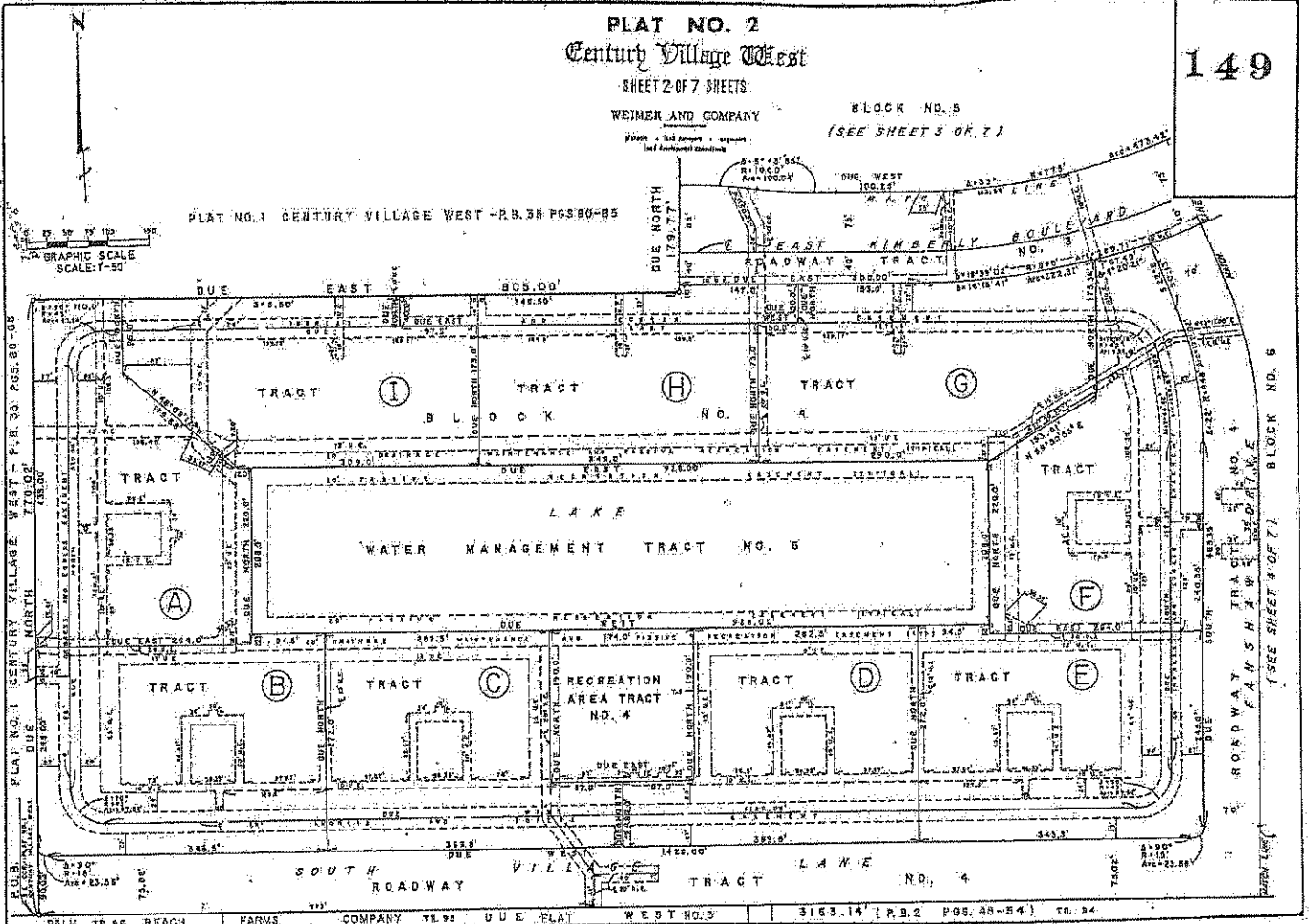
WEIMEN AND COMPANY

BLOCK NO. 5

(SEE SHEETS 3 OF 7.)

PLAT NO. 1 CENTURY VILLAGE WEST - P.B. 38 PGS. 80-85

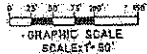
GRAPHIC SCALE
SCALE: 1"=50'



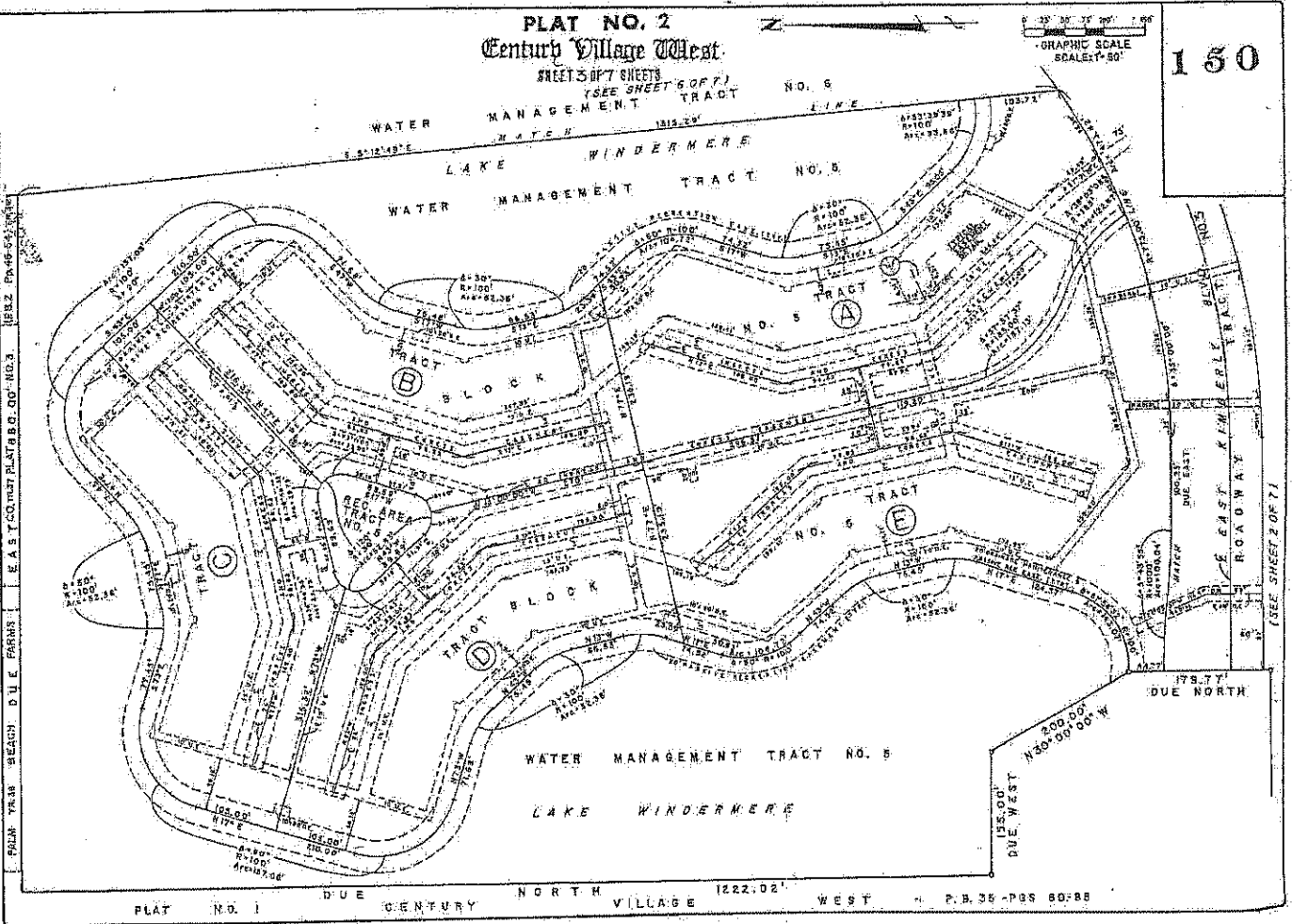
PALM TRAC BEACH FARMS COMPANY TR. 93 DUE PLAT WEST NO. 3 3163.14 (P.B. 2 PGS. 48-54) TR. 34

PLAT NO. 2
Century Village West

SHEETS 5 OF 7 SHEETS
(SEE SHEET 6 OF 7)
WATER MANAGEMENT TRACT NO. 5



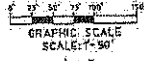
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PLAT NO. 1 DUE CENTURY NORTH VILLAGE WEST P.B. 35-PBS 60-88

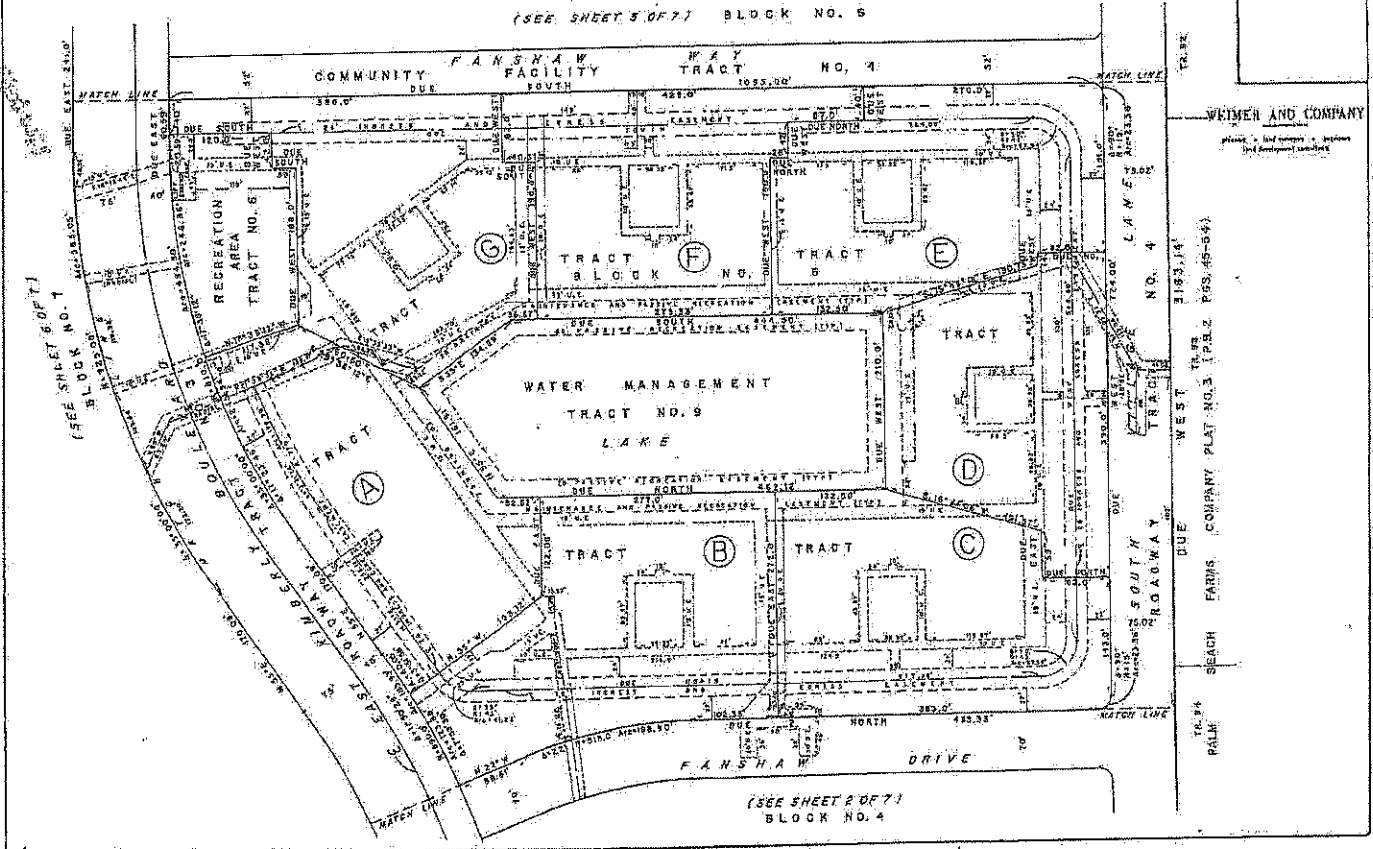
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PLAT NO. 2
 Century Village West
 SHEET 4 OF 7 SHEETS



151

(SEE SHEET 5 OF 7) BLOCK NO. 5



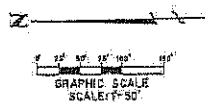
WEITNER AND COMPANY
 PLANNERS & DEVELOPERS
 10000 W. BROADWAY, SUITE 100, DENVER, CO 80231

SEE SHEET 6 OF 7
 BLOCK NO. 1

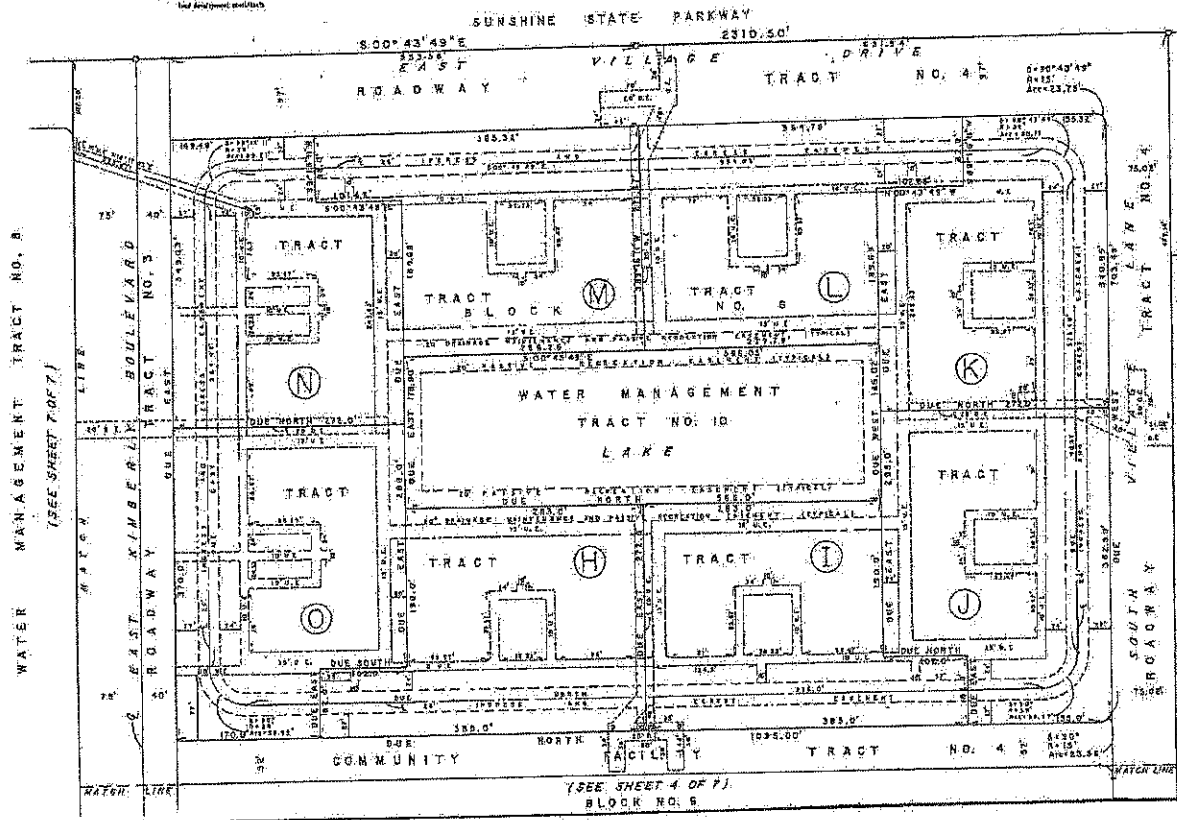
(SEE SHEET 2 OF 7)
 BLOCK NO. 4

PLAT NO. 2
Century Village West
 SHEET 5 OF 7 SHEETS

WEIMER AND COMPANY
 Surveyors & Engineers
 1000 West 10th Street
 Fort Lauderdale, Florida



152

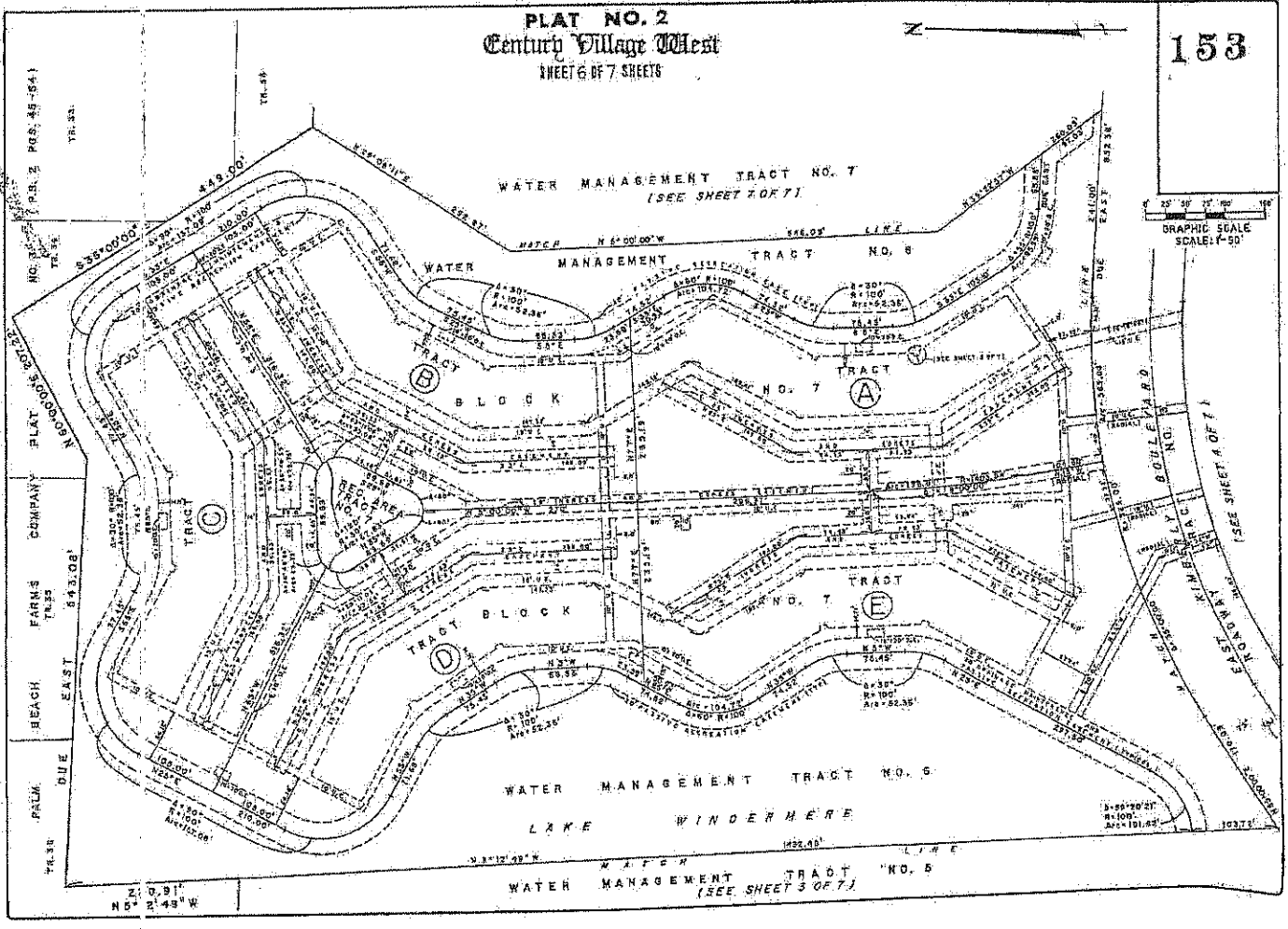


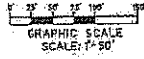
DUE WEST 3183.14' (P.S. 2 P. 63-65-66)
 PALM BEACH FARMS COMPANY PLAT NO. 3

DUE WEST 3183.14' (P.S. 2 P. 63-65-66)

PLAT NO. 2
 Century Village West
 SHEET 6 OF 7 SHEETS

153





154

WATER MANAGEMENT TRACT NO. 6
(SEE SHEET 5 OF 7)

PLAT NO. 2

Century Village West

SHEET 7 OF 7 SHEETS

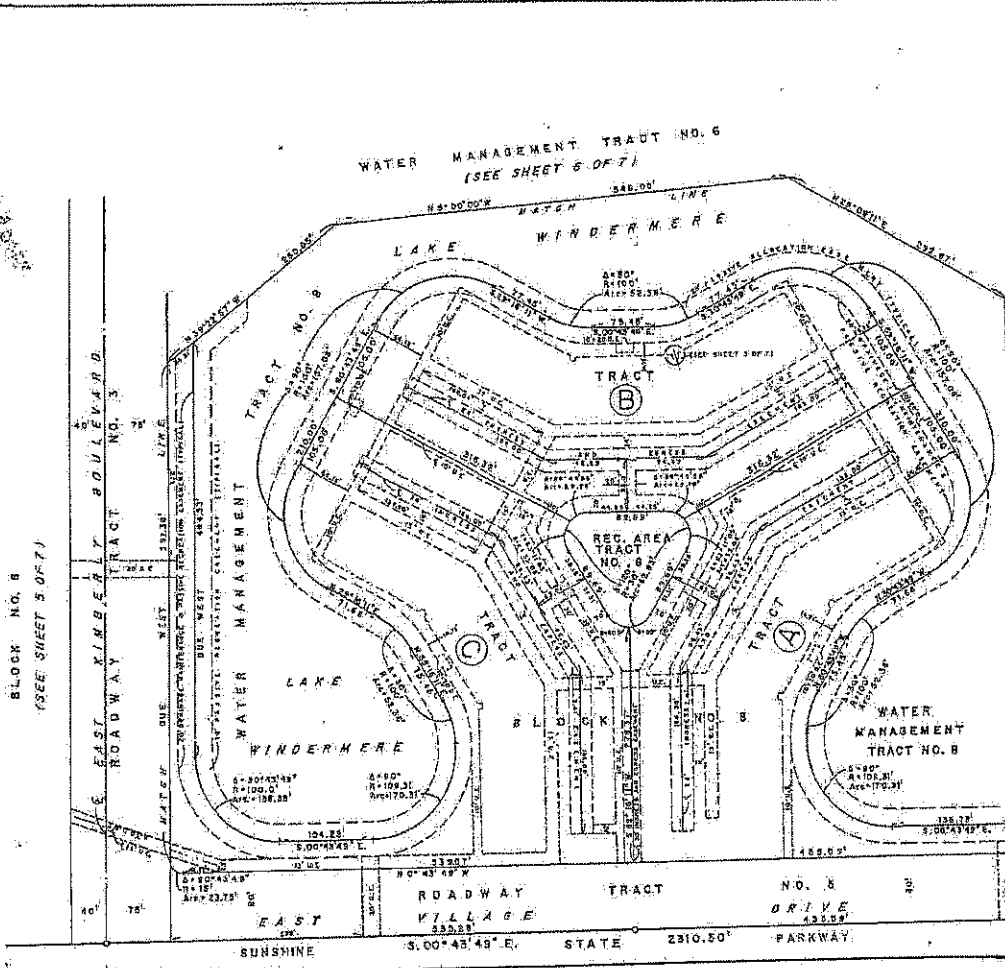
WEIMER AND COMPANY

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P.O. 45-54

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TR. 1

WEIMER AND COMPANY
Surveyors & Engineers
1000 N. 1st Street, Palm Beach, Florida

PLAT NO. 2
CENTURY VILLAGE WEST
SHEET 7 OF 7 SHEETS
WEIMER AND COMPANY
SURVEYORS & ENGINEERS
1000 N. 1ST STREET, PALM BEACH, FLORIDA



SEE SHEET 5 OF 7

BLOCK NO. 8
(SEE SHEET 5 OF 7)

EXHIBIT "B"

MAINTENANCE SERVICES PROVIDED BY PALM BEACH COUNTY

Exhibit B

LABOR:

Each Full Time Equivalent Employee Shall Be Charged Per Hour at the Following Rate:

Hourly Rate*	\$ 25.00
Fringe Benefits	\$ 7.50
Admin Cost 10%	\$ 3.25
Total Hourly Rate	\$ 35.75

Maintenance Repair Crew (typically a four man crew depending on the severity of the repair)
4 WUD Staff @ \$35.75/hr = \$143.00

*Hourly Rate is based on average salary for an O&M Maintenance worker. WUD will charge a maximum of \$250/hr for labor which may include overtime pay as needed.

**Maintenance Crews are typically staffed by four members depending on the severity of the breaks. Therefore, the typical hourly rate will be \$130.00. However, WUD reserves the right to pay staff overtime when necessary.

EQUIPMENT:

EQUIPMENT NAME	HOURLY RATE
BACKHOE	\$30.00
DUMPTRK	\$25.00
SKID LDR	\$25.00
UTIL VEH	\$20.00
VAC TRUCK	\$50.00
DEWATERING	\$35.00
JET MACHINE	\$25.00
ROLLER	\$15.00