

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

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Meeting Date:	August 15, 2006	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

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

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**I. EXECUTIVE BRIEF**

**Motion and Title: Staff recommends motion to approve:**

- A. A Financial Assistance Agreement with Country Lakes West Property Owners Association, Inc. (Association), to provide reimbursement funding not to exceed \$40,000.
- B. A Budget Transfer of \$40,000 in the Transportation Improvement Fund from Reserve for District 2 to Bentbrook Boulevard, for beautification and irrigation in the County's right of way of Bentbrook Boulevard.

**Summary:** This Agreement provides funding to reimburse the Association up to a maximum of \$40,000 of the cost to install beautification and irrigation within the County's right-of-way for Bentbrook Boulevard from Lantana Road to south of Ridgewood Drive. The Association will be responsible for the perpetual maintenance of these improvements.

**District: 2 (ME)**

**Background and Justification:** This project is deemed to be an eligible project that will enhance the appearance of this public thoroughfare roadway and the District 2 Commissioner has agreed to the use of District 2 Reserves for this purpose.

**Attachments:**

1. Location Sketch.
2. Insurance Certificate.
3. Commissioner Authorization.
4. Agreements (2).
5. Budget Transfer.

**Recommended By:** \_\_\_\_\_

Division Director

Date

*7/14/06 [Signature]*

**Approved By:** \_\_\_\_\_

County Engineer

Date

*7/31/06*

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2006	2007	2008	2009	2010
Grant Expenditures	\$40,000	-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-
<b>NET FISCAL IMPACT</b>	<b>\$40,000</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# 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 2  
 Bentbrook Blvd/Lantana Rd to S of Ridgewood Dr-Dist 2

C. Departmental Fiscal Review: R.D. Ward 7/10/06

**III. REVIEW COMMENTS**

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

Jim Dahl 7-24-06  
 OFMB  
 7-24-06  
 PM 7-20-06  
 7-24/06

Jim J. Ansel 7/25/06  
 Contract Dev. and Control

This Contract complies with our contract review requirements.

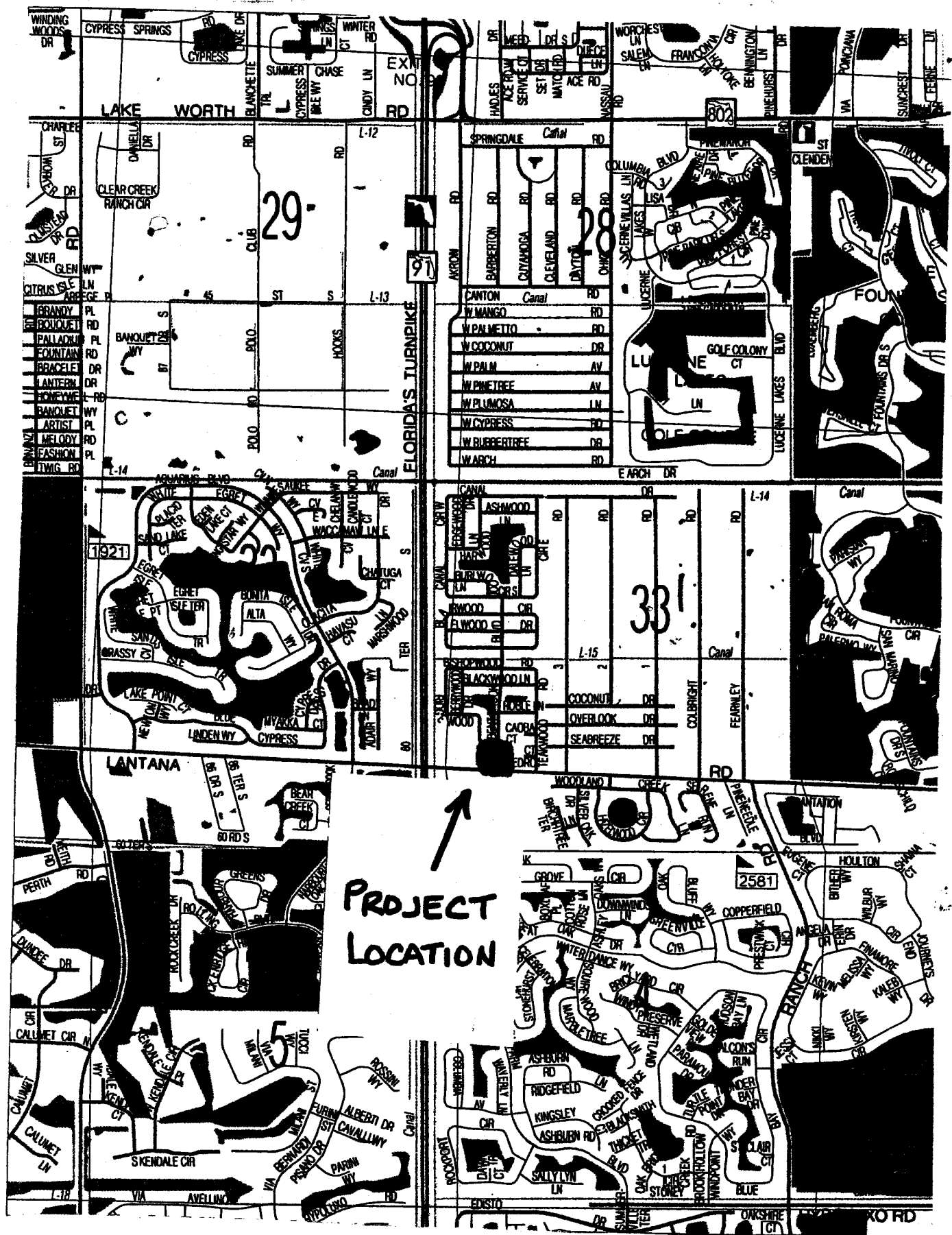
**B. Approved as to Form and Legal Sufficiency:**

Paul F. Le 7/27/06  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



LOCATION SKETCH

~~TD2 Sarah~~  
Gary Gregory

CERTIFICATE OF INSURANCE

The company indicated below certifies that the insurance afforded by the policy or policies numbered and described below is in force as of the effective date of this certificate. This Certificate of Insurance does not amend, extend, or otherwise alter the Terms and Conditions of Insurance coverage contained in any policy numbered and described below.

CERTIFICATE HOLDER:

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS  
2300 NORTH JOG ROAD  
WEST PALM BEACH, FL 33411

INSURED:

COUNTRY LAKES WEST PROPERTY  
OWNERS ASSOCIATION INC  
C/O CAMS  
322 NE 3RD STREET  
BOYNTON BEACH, FL 33435-3892

TYPE OF INSURANCE LIABILITY	POLICY NUMBER & ISSUING CO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
<input checked="" type="checkbox"/> Liability and Medical Expense <input checked="" type="checkbox"/> Personal and Advertising Injury <input checked="" type="checkbox"/> Medical Expenses <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/> Other Liability	77-BP-013303-3001 NATIONWIDE MUTUAL FIRE INSURANCE CO.	02-27-06	02-27-07	Any One Occurrence..... \$ 1,000,000  Included in Above - Any One Person or Organization ANY ONE PERSON ..... \$ 5,000 Any One Fire or Explosion \$ 50,000  General Aggregate* ..... \$ 2,000,000 Prod/Comp Ops Aggregate* \$ 1,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> BUSINESS AUTO  <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non-Owned				Bodily Injury (Each Person) ..... \$ (Each Accident) ..... \$ Property Damage (Each Accident) ..... \$ Combined Single Limit ..... \$
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form				Each Occurrence ..... \$ Prod/Comp Ops/Disease Aggregate* ..... \$
<input type="checkbox"/> Workers' Compensation and <input type="checkbox"/> Employers' Liability				STATUTORY LIMITS BODILY INJURY/ACCIDENT ... \$ Bodily Injury by Disease EACH EMPLOYEE ..... \$ Bodily Injury by Disease POLICY LIMIT ..... \$

DESCRIPTION OF OPERATIONS/LOCATIONS  
VEHICLES/RESTRICTIONS/SPECIAL ITEMS  
PROPERTY OWNERS ASSOCIATION

Effective Date of Certificate: 02-27-2006  
Date Certificate Issued: 07-10-2006

Authorized Representative: MAUREEN E. PEARSALL  
Countersigned at: 3095 S. MILITARY TRAIL  
SILVER OAKS PLAZA #6

*Maureen Pearsall*  
968-6149

**From:** Andrew Hertel  
**To:** Gary Gregory  
**Date:** 7/10/2006 10:48:28 AM  
**Subject:** Fwd: District 2 Gas Tax funds

>>> Kim Ciklin 5/8/06 2:27:06 PM >>>

Andy, here is the authorization for the \$40,000 for Country Lakes' median beautification.

The Baywinds meeting is at their clubhouse, so according to Al, the guard at the gate will know you are coming and will guide you to the clubhouse.

Kim Ciklin  
Senior Administrative Assistant  
to Commissioner Jeff Koons  
(561) 355-4966

**FINANCIAL ASSISTANCE AGREEMENT WITH COUNTRY LAKES WEST  
PROPERTY OWNERS' ASSOCIATION, INC., FOR BEAUTIFICATION IN THE  
COUNTY'S RIGHT OF WAY FOR BENTBROOK BOULEVARD**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between COUNTRY LAKES WEST PROPERTY OWNERS' ASSOCIATION, INC., 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 (Federal ID Number 592659583) wishes to install curbing, beautification and irrigation within the COUNTY's right of way for Bentbrook Boulevard from Lantana Road to south of Ridgewood Drive, as depicted in the plans prepared by Durr and Associates, Inc., 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

WHEREAS, Commission District 2 wishes to financially support these efforts by ASSOCIATION; and

WHEREAS, after implementation, ASSOCIATION will be responsible for the perpetual maintenance of the IMPROVEMENTS.

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 for the IMPROVEMENTS from Commission District 2 Discretionary Funds for Improvements, in an amount not to exceed FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00).
3. COUNTY agrees to reimburse ASSOCIATION 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.

1           **4. COUNTY's obligation is limited to its payment obligation and COUNTY**  
2 **shall have no obligation to any other person or entity.**

3           **5. ASSOCIATION agrees to assume all responsibility for design, bidding,**  
4 **contract preparation, and contract administration for the installation of the**  
5 **IMPROVEMENTS, including payment(s) to contractor(s), pursuant to all applicable**  
6 **governmental laws and regulations and will comply with all applicable governmental**  
7 **landscaping codes and permitting requirements in the selection and installation of**  
8 **the IMPROVEMENTS. ASSOCIATION agrees to install the IMPROVEMENTS**  
9 **substantially in accordance with the plans, specifications and costs as permitted by**  
10 **COUNTY. ASSOCIATION also agrees to assume financial responsibility for the**  
11 **completion of any portions of the IMPROVEMENTS that are not fully-funded by the**  
12 **amount set forth in Paragraph 2, above. Otherwise, the COUNTY will have the final**  
13 **determination of the eligibility for reimbursement of any changes. Substantial**  
14 **variations from the approved plans shall require prior written approval from COUNTY**  
15 **Engineer's Office.**

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

- 21           **a. A Florida Registered Landscape Architect's certification that the**  
22 **IMPROVEMENTS have been inspected and were installed substantially**  
23 **in accordance with the permitted plans for the IMPROVEMENTS, and;**  
24           **b. A Contract Payment Request Form and a Contractual Services**  
25 **Purchases Schedule Form, attached hereto and incorporated herein as**  
26 **Exhibit "A" (pages 1 and 2) which are required for each and every**  
27 **reimbursement requested by ASSOCIATION. Said information shall list**  
28 **each invoice paid by ASSOCIATION and shall include the vendor**  
29 **invoice number, invoice date, and the amount paid by ASSOCIATION.**

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**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 the 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 such 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 their 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 these IMPROVEMENTS shall be completed and final invoices submitted to COUNTY no later than September 30, 2007, 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.**

**10. ASSOCIATION recognizes that it is an independent contractor, and not an 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**



1 from any such claims, liabilities, causes of action and judgments of any type  
2 whatsoever arising out of or relating to the existence of the IMPROVEMENTS or the  
3 performance by ASSOCIATION as may relate to this Agreement. ASSOCIATION  
4 agrees to pay all costs, attorney's fees and expenses incurred by COUNTY, its  
5 officers, employees, servants or agents in connection with such claims, liabilities or  
6 suits except as may be incurred due to the negligence of COUNTY.

7 11. ASSOCIATION shall, at all times during the term of this Agreement (the  
8 installation and existence of the IMPROVEMENTS), maintain in force its status as an  
9 insured corporation, and shall provide evidence of this insurance prior to COUNTY's  
10 execution of this Agreement.

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

17 13. ASSOCIATION shall require each contractor engaged by ASSOCIATION  
18 for work associated with this Agreement to maintain:

19 a. Workers' Compensation coverage in accordance with Florida  
20 Statutes, and;

21 b. Commercial General Liability coverage, including vehicle coverage,  
22 in combined single limits of not less than ONE MILLION AND 00/100  
23 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage  
24 as an additional insured.

25 c. A payment and performance bond for the total amount of the  
26 improvements in accordance with Florida Statute 255.05.

27 14. In the event of termination, ASSOCIATION shall not be relieved of  
28 liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the  
29 contract by ASSOCIATION; and COUNTY may withhold any payment to

1 **ASSOCIATION for the purpose of set-off until such time as the exact amount of**  
2 **damages due COUNTY is determined.**

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

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

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

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

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

18 **AS TO COUNTY**

19 **Manager, Streetscape Section**  
20 **Palm Beach County Department of**  
21 **Engineering and Public Works**  
22 **Post Office Box 21229**  
23 **West Palm Beach, Florida 33416-1229**

24 **AS TO ASSOCIATION**

25 **President**  
26 **Country Lakes West Property Owners' Association, Inc.**  
27 **c/o C.A.M.S.**  
28 **314 NE 3<sup>rd</sup> Street**  
29 **Boynton Beach, FL 33415**

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

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

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

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

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

19 25. The parties expressly covenant and agree that in the event any of the  
20 parties is in default of its obligations under this Agreement, the parties not in default  
21 shall provide to the defaulting party thirty (30) days written notice before exercising  
22 any of their rights.

23 26. The preparation of this Agreement has been a joint effort of the parties,  
24 and the resulting document shall not, solely as a matter of judicial constraint, be  
25 construed more severely against one of the parties than the other.

26 27. ASSOCIATION has the authority to enter into this Agreement, and to  
27 perform the obligations contained herein.

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**28. 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.**

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

**30. This Agreement shall take affect upon execution and the effective date shall be the date of execution.**

1 IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective  
2 on the date first above written.  
3

4 COUNTRY LAKES WEST PROPERTY OWNERS' ASSOCIATION, INC.

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7 (ASSOCIATION SEAL)

COUNTRY LAKES WEST PROPERTY  
OWNERS' ASSOCIATION, INC.  
BY ITS BOARD OF DIRECTORS

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11 ATTEST:

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16 By: [Signature]  
17 ASSOCIATION SECRETARY

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21 By: [Signature]  
PRESIDENT

22 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

23  
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25 By: [Signature] PA - No legal opinion provided  
26 ASSOCIATION ATTORNEY

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29 PALM BEACH COUNTY

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32 (COUNTY SEAL)

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

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36 ATTEST:

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38 SHARON R. BOCK  
39 CLERK AND COMPTROLLER

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43 By: \_\_\_\_\_  
44 DEPUTY CLERK

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46 By: \_\_\_\_\_  
47 TONY MASILOTTI, CHAIRMAN

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50 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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52 By: \_\_\_\_\_  
53 ASSISTANT COUNTY ATTORNEY

54 APPROVED AS TO TERMS AND CONDITIONS

55 BY: [Signature]  
56

**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	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

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 documentation has been maintained as required to support the project expenses reported above and is available 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
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<b>TOTAL</b>			_____	

**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

2006- \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

FUND Transportation Improvement

BGEX062706-1736

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/27/06	REMAINING BALANCE
<b><u>BENTBROOK/LANTANA-S OF RIDGEWOOD-DIST 2</u></b>								
3500-368-1211-8201	Contributions-Non-Govtl Agency	0	0	40,000	0	40,000	0	40,000
<b><u>RESERVE FOR DISTRICT 2</u></b>								
3500-368-9112-9907	Res-Future Construction	2,433,820	1,325,820	<u>0</u>	<u>40,000</u>	1,285,820		
				40,000	40,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 08/15/06

Engineering & Public Works

R. D. Ward

6/27/06

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners