

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 ☒ **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 Riverbridge Property Owners Association, Inc. (Association) to provide reimbursement funding not to exceed \$195,000.
- B.** A Budget Transfer of \$65,000 in the Transportation Improvement Fund from Reserve for District 2 to Riverbridge – Jog Road from 950 feet north of 10th Avenue North to 1150 feet south of Forest Hill Boulevard – District 2.

Summary: This Agreement provides funding to reimburse the Association up to a maximum of \$195,000 of the cost to install buffer landscaping on Jog Road from 950 feet north of 10th Avenue North to 1,150 feet south of Forest Hill Boulevard. An additional Budget Transfer of \$65,000 against the Fiscal Year 2008 and \$65,000 against the Fiscal Year 2009 budget is to be done during the associated Budget Development Process for each fiscal year. 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 _____
Approved By: Sy T. Webb _____
County Engineer _____ Date 11/6/06

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$65,000</u>	<u>\$65,000</u>	<u>\$65,000</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</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>
Program Income (County)	<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>\$65,000</u>	<u>\$65,000</u>	<u>\$65,000</u>	<u>-0-</u>	<u>-0-</u>

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

Riverbridge-Jog Rd/950'N of 10th Ave to 1,150'S of Forest Hill

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Jan 11-7-06
OFMB

adm
10-30-06

10-27-06

Jan 11-9-06
Contract Dev. and Control
6 Jan 11/8/06

B. Approved as to Form and Legal Sufficiency:

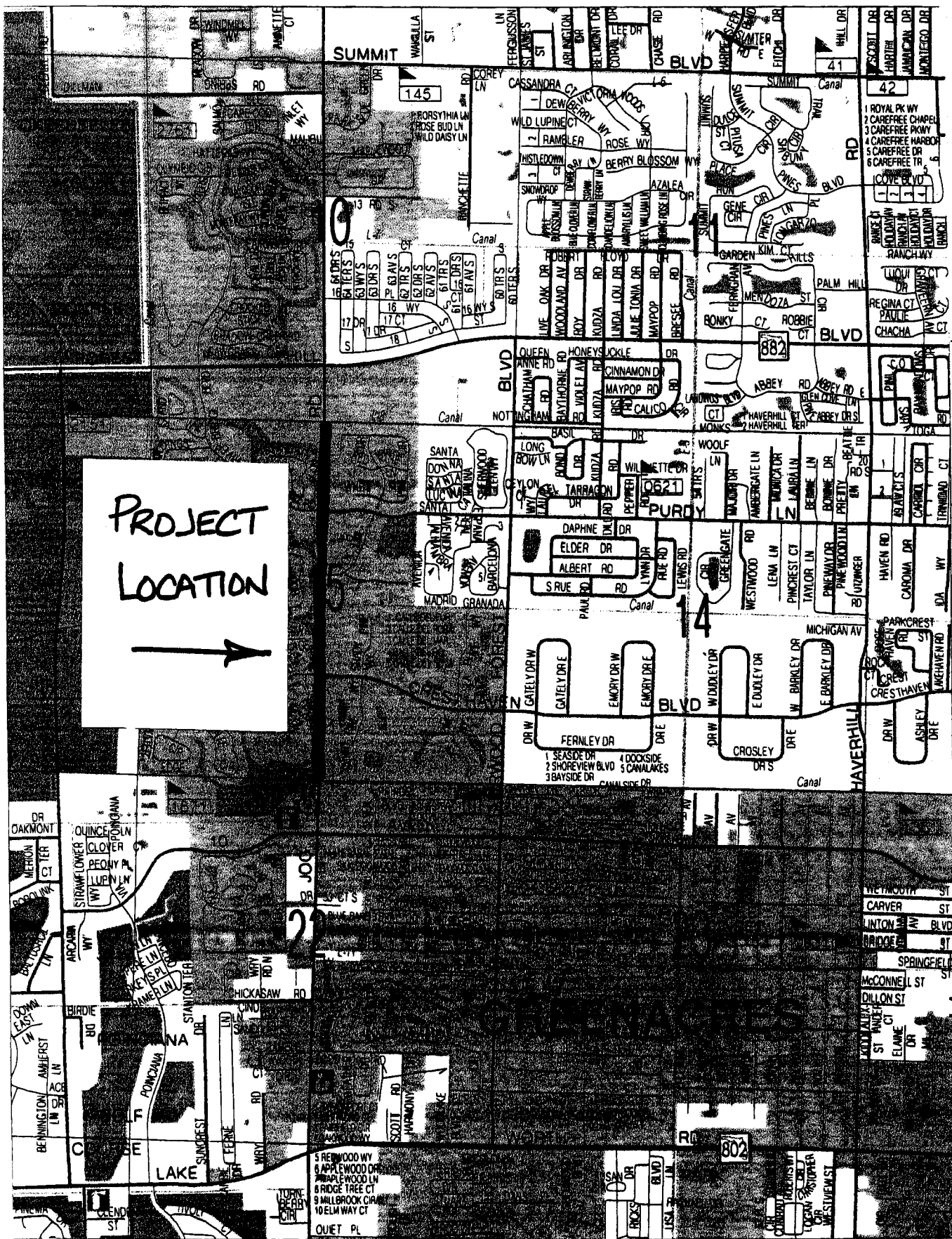
Marlene R. Little 11/13/06
Assistant County Attorney

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

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 BCH COUNTY DEPT OF
ENGINEERING AND PUBLIC WORKS
STREETSCAPE SECTION
P O BOX 21229
WEST PALM BEACH, FL 33416-1229

INSURED:

RIVER BRIDGE PROPERTY OWNERS
ASSOCIATION INC
100 RIVER BRIDGE BLVD
WEST PALM BEACH, FL 33413

TYPE OF INSURANCE	POLICY NUMBER & ISSUING CO	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS OF LIABILITY (*LIMITS AT INCEPTION)
LIABILITY	77-BP-583859-3001	01-01-06	01-01-07	
<input checked="" type="checkbox"/> Liability and Medical Expense	NATIONWIDE MUTUAL FIRE			Any One Occurrence \$ 1,000,000
<input type="checkbox"/> Personal and Advertising Injury	INSURANCE CO			Included in Above - Any One Person or Organization
<input checked="" type="checkbox"/> Medical Expenses				ANY ONE PERSON \$ 5,000
<input checked="" type="checkbox"/> Fire Legal Liability				Any One Fire or Explosion \$ 50,000
				General Aggregate* \$ 2,000,000
				Prod/Comp Ops Aggregate* \$ 1,000,000
<input type="checkbox"/> Other Liability				
AUTOMOBILE LIABILITY				
<input type="checkbox"/> BUSINESS AUTO				Bodily Injury (Each Person) \$
<input type="checkbox"/> Owned				(Each Accident) \$
<input type="checkbox"/> Hired				Property Damage
<input type="checkbox"/> Non-Owned				(Each Accident) \$
				Combined Single Limit \$
EXCESS LIABILITY				Each Occurrence \$
<input type="checkbox"/> Umbrella Form				Prod/Comp Ops/Disease Aggregate* \$
				STATUTORY LIMITS
<input type="checkbox"/> Workerst Compensation and				BODILY INJURY/ACCIDENT . . . \$
<input type="checkbox"/> Employerst Liability				Bodily Injury by Disease EACH EMPLOYEE \$
				Bodily Injury by Disease POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS
VEHICLES/RESTRICTIONS/SPECIAL ITEMS
J00 RD PROJECT
MARYANNE 968-1389

Effective Date of Certificate: 01-01-2006
Date Certificate Issued: 08-24-2006

Mila Ramos
Authorized Representative: DANIEL FRANZ INSURANCE INC
Countersigned at: 2695 N MILITARY TRAIL #28
WEST PALM BEACH, FL 3340

From: Andrew Hertel
To: Gary Gregory
Date: 9/25/2006 10:10:54 AM
Subject: Fwd: Financial Assistance Agreement wiith Riverbridge

>>> Kim Ciklin 9/25/06 10:09:52 AM >>>

This will serve as Commissioner Koons' authorization to transfer \$65,000 in District 2 Transportation Improvement Funds toward the Jog Road Buffer landscaping project. This will be the first of three annual allocations under this agreement, with a total reimbursement amount of \$195,000.

Thank you.

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

FINANCIAL ASSISTANCE AGREEMENT FOR RIVERBRIDGE PROPERTY OWNERS' ASSOCIATION, INC. - JOG ROAD BUFFER LANDSCAPING

THIS AGREEMENT is made and entered into this _____ day of 2006, by and between RIVERBRIDGE PROPERTY OWNERS' ASSOCIATION, INC. (Federal I.D. No. 592405131), 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 wishes to enhance their buffer landscaping along the west side of Jog Road (within 25 feet of, and visible from Jog Road) from approximately 950 feet north of 10th Avenue North to a point approximately 1,150 feet south of Forest Hill Boulevard (an approximate distance of 4,750 feet), hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public purpose by improving the appearance of Jog Road, and wishes to support ASSOCIATION's efforts associated with the IMPROVEMENTS by providing reimbursement funding from Board of County Commissioners District 2 Discretionary Fund for Improvements in an amount not to exceed SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00) per year for three years, for a maximum total of ONE HUNDRED NINETY-FIVE THOUSAND and 00/100 Dollars (\$195,000.00); and

WHEREAS, after installation, 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 their IMPROVEMENTS from Board of County Commissioners District 2 Discretionary Fund for Improvements in an amount not to exceed SIXTY-FIVE THOUSAND AND 00/100 DOLLARS (\$65,000.00) per year for three years, for a maximum total of ONE HUNDRED NINETY-FIVE THOUSAND and 00/100 Dollars (\$195,000.00).

1 3. COUNTY agrees to reimburse ASSOCIATION up to the amount established
2 in paragraph 2 for costs (related design, materials, and labor) associated with the
3 IMPROVEMENTS, upon ASSOCIATION's submission of acceptable documentation
4 needed to substantiate their costs for the IMPROVEMENTS. The first year's
5 reimbursement may be applied for by ASSOCIATION after October 1, 2006. Applications
6 for reimbursement for additional IMPROVEMENTS (for the second and third years) beyond
7 those addressed by the first year's reimbursement may be made after October 1, 2007,
8 and after October 1, 2008, following the completion of the additional IMPROVEMENTS.

9 4. COUNTY's obligation and performance under this Agreement is
10 contingent upon an annual budgetary appropriation necessary to fund its obligations
11 established herein. COUNTY's obligation is limited to its payment obligation and shall have
12 no obligation to any other person or entity.

13 5. ASSOCIATION agrees to assume all responsibility for design,
14 bidding, contract preparation, and contract administration for the
15 installation of the IMPROVEMENTS, including payment(s) to
16 contractor(s), pursuant to all applicable governmental laws and
17 regulations and will comply with all applicable governmental
18 landscaping codes and permitting requirements in the selection and
19 installation of the IMPROVEMENTS. ASSOCIATION agrees to
20 coordinate the design of the plans for the IMPROVEMENTS with
21 COUNTY and City of Greenacres (hereinafter, CITY) (including
22 obtaining any necessary approvals from CITY), and to install the
23 IMPROVEMENTS substantially in accordance with the plans,
24 specifications and costs as approved by CITY and COUNTY.
25 Otherwise, COUNTY will have the final determination of the eligibility
26 for reimbursement of any changes. Substantial variations from the
27 submitted plans shall require prior written approval from COUNTY
28 Engineer's Office. The final plans for the first year's IMPROVEMENTS
29 shall be prepared by the ASSOCIATION's Property Manager. The
30 final plans for the second and third year's IMPROVEMENTS must be
31 signed and sealed by a Florida Registered Landscape Architect.

1 6. ASSOCIATION will obtain or provide all related design, labor, and materials
2 necessary for the installation of the IMPROVEMENTS. COUNTY shall have the final
3 determination of eligibility for reimbursement. ASSOCIATION shall furnish the Manager,
4 Streetscape Section, of COUNTY's Department of Engineering and Public Works with a
5 request for payment supported by the following:

6 a. For the first year's IMPROVEMENTS, a notarized statement from the
7 President of the ASSOCIATION that the IMPROVEMENTS have been
8 inspected and were installed substantially in accordance with the approved
9 plans for the IMPROVEMENTS. For the second and third year's
10 IMPROVEMENTS, a statement from a Florida Registered Landscape
11 Architect that the IMPROVEMENTS have been inspected and were installed
12 substantially in accordance with the approved plans for the
13 IMPROVEMENTS, and;

14 b. A Contract Payment Request Form and a Contractual Services Purchases
15 Schedule Form, attached hereto and incorporated herein as Attachment "A"
16 (pages 1 and 2) which are required for each and every reimbursement
17 requested by ASSOCIATION. Said information shall list each invoice payable
18 by ASSOCIATION and shall include the vendor invoice number, invoice date,
19 and the amount payable by ASSOCIATION. ASSOCIATION shall attach a
20 copy of each vendor invoice paid by ASSOCIATION along with a copy of the
21 respective check and shall make reference thereof to the applicable item
22 listed on the Contractual Services Purchases Schedule Form. Further, the
23 Program Administrator and the Program Financial Officer for ASSOCIATION
24 shall also certify that each vendor invoice listed on the Contractual Services
25 Purchases Schedule Form was paid by ASSOCIATION as indicated.

26 7. ASSOCIATION shall maintain adequate records to justify all charges,
27 expenses, and costs incurred in performing the IMPROVEMENTS for at least three (3)
28 years after the completion of such IMPROVEMENTS. COUNTY shall have access to all
29 books, records and documents as required in this Section for the purpose of inspection or
30 audit during normal business hours.

1 9. All installation of these IMPROVEMENTS shall be completed and final
2 invoices submitted to COUNTY no later than December 31, 2008, and COUNTY shall have
3 no obligation to ASSOCIATION for any cost incurred thereafter unless the time for
4 completion is extended by modification of this Agreement as provided herein.

5 10. ASSOCIATION recognizes that it is an independent contractor, and not an
6 agent or servant of COUNTY or its Board of County Commissioners. In the event a claim or
7 lawsuit is brought against COUNTY, its officers, employees, servants or agents, relating to
8 the IMPROVEMENTS or any item which is the responsibility of ASSOCIATION,
9 ASSOCIATION hereby agrees to indemnify, save and hold harmless COUNTY, its officers,
10 employees, servants or agents, and to defend said persons from any such claims,
11 liabilities, causes of action and judgments of any type whatsoever arising out of or relating
12 to the existence of the IMPROVEMENTS or the performance by ASSOCIATION as may
13 relate to this Agreement. ASSOCIATION agrees to pay all costs, attorney's fees and
14 expenses incurred by COUNTY, its officers, employees, servants or agents in connection
15 with such claims, liabilities or suits except as may be incurred due to the negligence of
16 COUNTY. Furthermore, ASSOCIATION stipulates that the extent of COUNTY's liability
17 pursuant to this Agreement shall be limited solely to its aforementioned payment obligation.

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

24 12. ASSOCIATION shall, at all times during the term of this Agreement (the
25 installation and existence of the IMPROVEMENTS), maintain in force its status as an
26 insured not for profit corporation, and shall provide proof of such insurance to COUNTY
27 (naming COUNTY as an additional insured) prior to COUNTY's execution of this
28 Agreement.

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

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

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

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

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

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

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

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

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

AS TO COUNTY

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

AS TO ASSOCIATION

President, Riverbridge Property Owners' Association, Inc.
100 Riverbridge Boulevard
Greenacres, FL 33413

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

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

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

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

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

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

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

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

4 28. ASSOCIATION has the authority to enter into this Agreement, and to perform
5 the obligations contained herein.

6 29. This Agreement represents the entire understanding among the parties, and
7 supersedes all other negotiations, representations, or agreements, either written or oral,
8 relating to this Agreement.

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

11 31. This Agreement shall take affect upon execution and the effective date shall
12 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.

RIVERBRIDGE PROPERTY OWNERS' ASSOCIATION, INC.

(ASSOCIATION SEAL)

BY ITS BOARD OF DIRECTORS

ATTEST:

By: Andrew Marchetti

ASSOCIATION SECRETARY

By: Paul Skypin

PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]

ASSOCIATION's 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: _____

TONY MASILOTTI, CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: Michelle Donnell

**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

2007 _____

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX100306-39

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/03/06	REMAINING BALANCE
<u>RIVERBDG-JOG/950'N OF 10TH AVE-1,150'S OF FHIL</u>								
3500-368-1225-8201	Contributions-Non-Govtl Agency	0	0	65,000	0	65,000	0	65,000
<u>RESERVE FOR DISTRICT 2</u>								
3500-368-9112-9907	Res-Future Construction	2,355,820	2,163,820	<u>0</u>	<u>65,000</u>	2,098,820		
				65,000	65,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 11/21/06

Engineering & Public Works

R.D. Ward

12/3/06

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners