

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 6, 2007 ☒ **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 Keep Palm Beach County Beautiful (KPBCB) to provide a reimbursement contribution not to exceed \$30,000 annually for four consecutive years (subject to budget) for a maximum of \$120,000.
- B. A Budget Transfer of \$30,000 in the Transportation Improvement Fund from Reserve for District 2 to Cabana Colony Local Drainage.
- C. A Budget Transfer of \$30,000 in the Capital Outlay Fund from Cabana Colony Local Drainage to KPBCB District 2.

Summary: This item provides funding of \$30,000 for the first of four annual allocations to KPBCB for Fiscal Year 2007 through Fiscal Year 2010 for a maximum total of \$120,000. The efforts of KPBCB serve a public purpose by promoting and facilitating public and community area enhancement programs and by promoting, facilitating, and reviewing beautification grants for the purpose of enhancing thoroughfare roadways throughout Palm Beach County.

District: Countywide (ME)

Background and Justification: This project is deemed to be an eligible project that will support the operations of KPBCB, and the District 2 Commissioner has agreed to the use of District 2 Reserves for this purpose.

Attachments:

1. Commissioner's Authorization
2. Insurance Certificate
3. Financial Assistant Agreement (2)
4. Budget Transfer - Capital Outlay Fund
5. Budget Transfer – Transportation Improvement Fund

Recommended by:

Division Director

1/25/07
Date

Approved By:

County Engineer

1/29/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Grant Expenditures	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</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>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</u>	<u>\$30,000</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
Cabana Colony/Local Drainage

Capital Outlay Fund
Cabana Colony/Local Drainage
Keep PBC Beautiful-Dist 2

C. Departmental Fiscal Review: R.D. Ward 1/23/07

III. REVIEW COMMENTS

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

Edizpluth Blaser 1/31/07
OFMB
1/31/07
1/31/07
1/31/07

An-J. Javel 2/1/07
Contract Dev. and Control
2/1/07

This Contract complies with our
contract review requirements.

B. Approved as to Form and Legal Sufficiency:

Monique R. Oltb 2/2/07
Assistant County Attorney

C. Other Department Review:

Department Director

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

From: Andrew Hertel
To: Gary Gregory
Date: 1/18/2007 1:47:19 PM
Subject: Fwd: KPBCB funding

>>> Kim Ciklin 11/1/06 3:47:08 PM >>>

This will serve as Commissioner Koons' authorization to allocate \$30,000 of District 2 Transportation Improvement Funds toward the administrative costs of Keep Palm Beach County Beautiful. This is a four-year commitment for \$30,000 for each year (06-07, 07-08, 08-09, 09-10 fiscal years).

Thank you.

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

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/06

PRODUCER

Kornreich/NIA
1400 Centrepark Boulevard
Suite 600
West Palm Beach, FL 33401

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Insurance Co

18058

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURED

Keep Palm Beach County Beautiful, Inc.
1920 Palm Beach Lakes Blvd.
Suite 210
West Palm Beach, FL 33409

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK196825	12/13/06	12/13/07	EACH OCCURRENCE	\$1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY	PHPK196825	12/13/06	12/13/07	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
	EACH OCCURRENCE	\$					
	AGGREGATE	\$					
		\$					
		\$					
		\$					
		\$					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Certificate holder is listed as additional insured with respects to the General Liability.

CERTIFICATE HOLDER

Palm Beach County Board of
County Commissioners
Att: Risk Mgt
160 Australian Ave
West Palm Beach, FL 33406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**FINANCIAL ASSISTANCE AGREEMENT WITH KEEP PALM BEACH COUNTY
BEAUTIFUL, INC., FOR GENERAL OPERATING EXPENSES**

THIS AGREEMENT is made and entered into this _____ day of _____, 200__, by and between KEEP PALM BEACH COUNTY BEAUTIFUL, INC., a not-for-profit corporation of the State of Florida, hereinafter "KPBCB", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

W I T N E S S E T H:

WHEREAS, KPBCB promotes, facilitates, and reviews beautification grants , as well as promoting various organized clean up programs, hereinafter "PROGRAMS"; and

WHEREAS, COUNTY believes that these efforts by KPBCB serve a public purpose by enhancing the beautification of thoroughfare roadways, as well as other public areas, and wishes to support KPBCB's efforts to do so by providing reimbursement funding for documented costs for such activities, in an amount not to exceed an annual amount of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00), for four consecutive years for a maximum total amount of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00); and

WHEREAS, this proposed recurring annual funding will be subject to budget.

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 KPBCB annual reimbursement funding in an amount not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) per year for four years, for a maximum total amount of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00) for KPBCB's costs related to PROGRAMS. This funding shall be subject to budget.**
- 3. COUNTY agrees to reimburse KPBCB up to the amount established in paragraph 2 for costs associated with the promotion, facilitation, and review of PROGRAMS, upon KPBCB's submission of acceptable documentation needed to substantiate such costs for the PROGRAMS. COUNTY will use its best efforts to**

1 provide said funds to KPBCB on a reimbursement basis within forty-five (45) days of
2 receipt of all information required in Paragraph 5, below.

3 4. COUNTY's obligation is limited to its payment obligation as set forth in
4 Paragraph 2, and COUNTY shall have no obligation to any other person or entity.

5 5. KPBCB shall furnish the Manager, Streetscape Section, of COUNTY's
6 Department of Engineering and Public Works with a request for payment supported
7 by paid invoices, checks, payroll records, or such other documentation which is
8 acceptable in form and detail to the COUNTY to provide for verification that the
9 services and/or materials have been performed and/or received by KPBCB.

10 6. KPBCB shall maintain adequate records to justify all charges,
11 expenses, and costs pertaining to PROGRAMS for at least three (3) years after
12 COUNTY's final reimbursement. COUNTY shall have access to all books, records
13 and documents as required in this Section for the purpose of inspection or audit
14 during normal business hours.

15 7. All invoices for each year from KPBCB shall be submitted to COUNTY
16 no later than September 30 of each year, and COUNTY shall have no obligation to
17 KPBCB or any other entity or person for any cost incurred thereafter unless the time
18 for completion is extended by modification of this Agreement as provided herein.

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

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

7 10. KPBCB's termination of this AGREEMENT shall result all obligations of
8 COUNTY for funding contemplated herein to be canceled.

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

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

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

19 AS TO COUNTY

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

25 AS TO KPBCB

26 Executive Director, Keep Palm Beach County Beautiful, Inc.
27 1920 Palm Beach Lakes Boulevard, Suite 210
28 West Palm Beach, FL 33409
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32 14. This Agreement shall be construed and governed by the laws of the
33 State of Florida. Any and all legal action necessary to enforce this Agreement shall
34 be held in Palm Beach County. No remedy herein conferred upon any party is
35 intended to be exclusive of any other remedy, and each and every other remedy shall

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

9 16. 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 17. The parties to this Agreement shall not be deemed to assume any
14 liability for the negligent or wrongful acts, or omissions of the other party (or
15 parties). Nothing contained herein shall be construed as a waiver by COUNTY, by
16 any of the parties, of the liability limits established in Section 768.28, Florida
17 Statutes.

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

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

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

1 **21. 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 **22. A copy of this Agreement shall be filed with the Clerk of the Circuit**
5 **Court in and for Palm Beach County, Florida.**

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

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

KEEP PALM BEACH COUNTY BEAUTIFUL, INC.

(KPBCB SEAL)

**KEEP PALM BEACH COUNTY
BEAUTIFUL, INC.**

BY ITS BOARD OF DIRECTORS

ATTEST:

By: 
KPBCB SECRETARY

By: 
PRESIDENT

ATTEST:

**SHARON R. BOCK, CLERK &
COMPTROLLER**

By: _____
DEPUTY CLERK

By: _____
ADDIE L. GREEN, CHAIRPERSON

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: 

**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.

Administrator/Date

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.

Financial Officer/Date

2007 _____

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX011007-792

FUND Capital Outlay

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/10/07	REMAINING BALANCE
<u>KEEP PBC BEAUTIFUL – DIST 2</u>								
3900-364-M107-8201	Contributions-Non-Govtl Agency	0	0	30,000	0	30,000	0	30,000
<u>CABANA COLONY/LOCAL DRAINAGE</u>								
3900-364-M051-6506	IOTB – Infrastructure	802,657	674,657	<u>0</u>	<u>30,000</u>	644,657		
				30,000	30,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 02/27/07

Engineering & Public Works

R.D. Ward

1/10/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT # 5

2007 _____

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX011007-791

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/10/07	REMAINING BALANCE
<u>CABANA COLONY/LOCAL DRAINAGE</u>								
3500-364-M051-6506	IOTB – Infrastructure	375,000	503,000	30,000	0	533,000	0	533,000
<u>RESERVE FOR DISTRICT 2</u>								
3500-368-9112-9907	Res-Future Construction	2,355,820	1,753,820	<u>0</u>	<u>30,000</u>	1,723,820		
				30,000	30,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 02/27/07

Engineering & Public Works

R. D. Wang

1/12/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT # 5