

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 27, 2007 [X] 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 Ocean Parks Jupiter Condominium Association, Inc. (Association), to provide reimbursement funding not to exceed \$125,000.
- B. A Budget Transfer of \$125,000 in the Transportation Improvement Fund from Reserve for District 1 to County A1A from 725 feet north of Indiantown Road to 1,875 feet north of Indiantown Road.

Summary: This Agreement provides funding to reimburse the Association up to a maximum of \$125,000 of the cost to install beautification along the County's right-of-way for County A1A from 725 feet north of Indiantown Road to 1,875 feet north of Indiantown Road. The Association will be responsible for the perpetual maintenance of these improvements.

District: 1 (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 1 Commissioner has agreed to the use of District 1 Reserves for this purpose.

Attachments:

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

Recommended By: [Signature] Division Director 2/11/07 Date [Signature]

Approved By: [Signature] 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>\$125,000</u>	<u>-0-</u>	<u>-0-</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>\$125,000</u>	<u>-0-</u>	<u>-0-</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 1
A1A/725' N of Indiantown rd to 1,875 N of Indiantown Rd

C. Departmental Fiscal Review: RD Ward 1/17/07

III. REVIEW COMMENTS

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

John D. ... 2-6-07
OFMB
actw 2-6-07
JLD 2/6/07
DM 2-7-07

Jim J. Jacoby 2/17/07
Contract Dev. and Control
6/20/07 2/17/07

B. Approved as to Form and Legal Sufficiency:

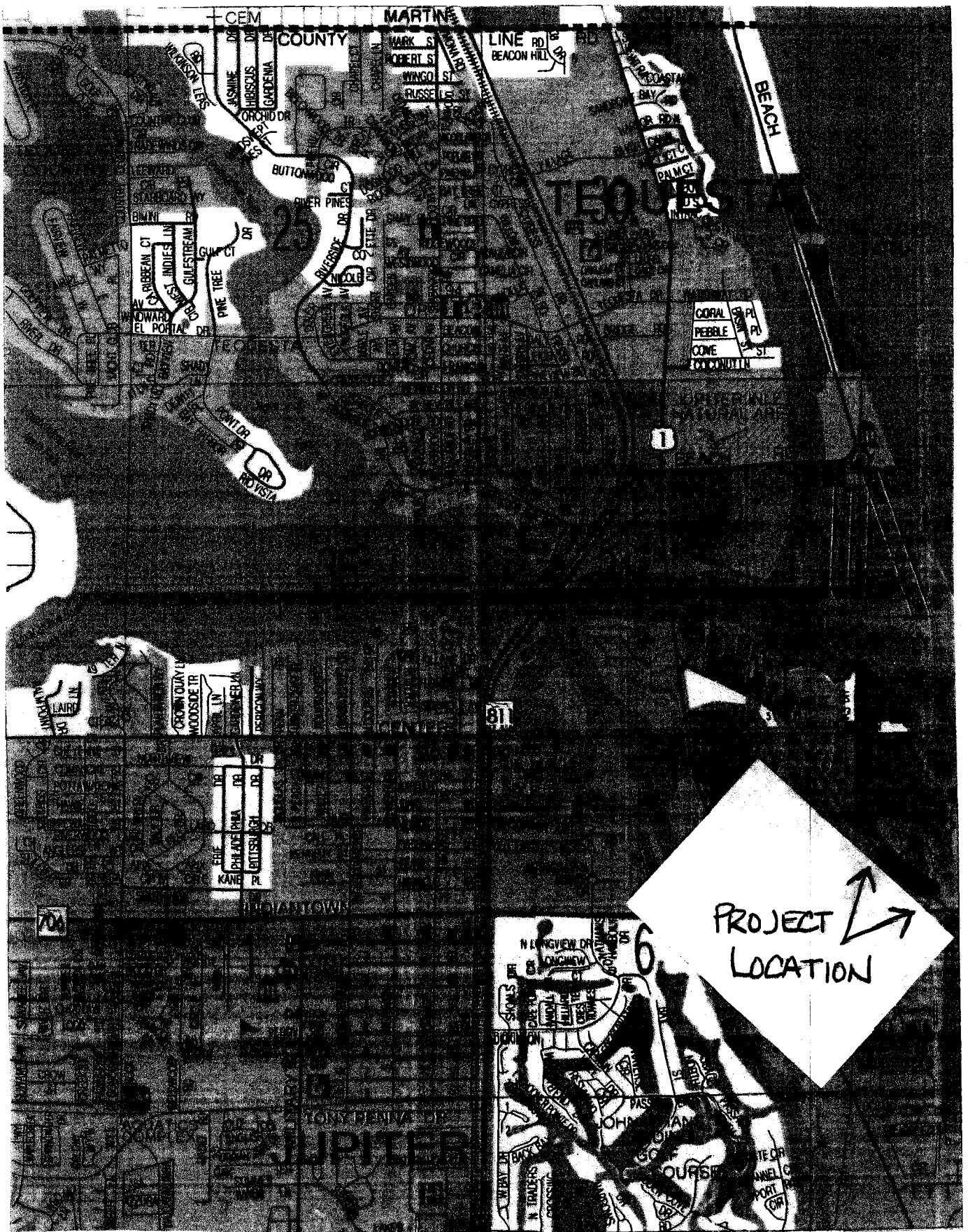
Mark R. ... 2/13/07
Assistant County Attorney

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

CPID BD
OCEAN-6

DATE (MM/DD/YYYY)
07/05/06

PRODUCER R.V. Johnson Ins of Florida 250 Tequesta Drive Suite 303 Tequesta FL 33469 Phone: 561-745-8894 Fax: 561-745-8871	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.	
INSURED Ocean Parks Jupiter Condominium Association, Inc. 300 N ALA Jupiter FL 33477	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Ins Co	
	INSURER B: Westport Insurance Co	11648
	INSURER C:	
	INSURER D:	
	INSURER E:	

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 TR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK162159	03/21/06	03/21/07	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & A JV INJURY \$ 1,000,000 GENERAL AGG REGATE \$ 2,000,000 PRODUCTS - C CMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPK162159	03/21/06	03/21/07	COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJUR (Per person) \$ BODILY INJUR (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCX0007755	02/01/06	02/01/07	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	OTHER				


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County Engineering
 Streetscape Section
 Gary Gregory
 2300 N. Jog Road
 West Palm Beach FL 33411-2745

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


From: Andrew Hertel
To: Gary Gregory
Date: 10/6/2006 10:39:26 AM
Subject: Fwd: District One Discretionary Funds

>>> Cindy DeFilippo 10/6/06 10:00:59 AM >>>

Commissioner Marcus has authorized funding in the amount of \$125,000 for a beautification agreement with the Ocean Parks Jupiter Condo Association.

1 **FINANCIAL ASSISTANCE AGREEMENT WITH OCEAN PARKS JUPITER**
2 **CONDOMINIUM ASSOCIATION, INC., FOR BEAUTIFICATION ALONG THE COUNTY'S**
3 **RIGHT OF WAY FOR A1A**

4 **THIS AGREEMENT**, is made and entered into this _____ day of _____,
5 2006, by and between **OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC.**,
6 (Federal I. D. No. 591655130), a not-for-profit corporation of the State of Florida,
7 hereinafter "**ASSOCIATION**", and **PALM BEACH COUNTY**, a political subdivision of the
8 State of Florida, hereinafter "**COUNTY**".

9 **WITNESSETH:**

10 **WHEREAS, ASSOCIATION** represents a condominium along the west side of A1A;
11 and

12 **WHEREAS, ASSOCIATION** desires to install a Beautification Project along the right
13 of way of **COUNTY's** C-A1A on **ASSOCIATION's** property (within 25 feet and visible from
14 the right of way) from 725' north of Indiantown Road to 1875' north of Indiantown Road,
15 hereinafter "**IMPROVEMENTS**"; and

16 **WHEREAS, COUNTY** believes that these efforts by **ASSOCIATION** serve a public
17 purpose in the enhancement of the appearance of the right of way and wishes to support
18 **ASSOCIATION's** efforts to install the **IMPROVEMENTS** by providing reimbursement
19 funding from Commission District 1 Discretionary Funds for Improvements, in an amount
20 not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS
21 (\$125,000.00); and

22 **NOW, THEREFORE**, in consideration of the mutual covenants, promises, and
23 agreements herein contained, the parties agree as follows:

- 24 1. The above recitals are true, correct and are incorporated herein.
 - 25 2. **COUNTY** agrees to provide to **ASSOCIATION** reimbursement funding from
26 Commission District 1 Discretionary Funds for Improvements, in an amount not to exceed
27 ONE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$125,000.00).
 - 28 3. **COUNTY** agrees to reimburse **ASSOCIATION** up to the amount established
29 in paragraph 2 for costs (materials and labor) associated with the installation of the
30 **IMPROVEMENTS**, upon **ASSOCIATION's** submission of acceptable documentation
31 needed to substantiate their costs for the **IMPROVEMENTS**. **COUNTY** will use its best
32 efforts to provide said funds to **ASSOCIATION** on a reimbursement basis within forty-five
33 (45) days of receipt of all information required in Paragraph 6, below.
 - 34 4. **COUNTY's** obligation is limited to its payment obligation and **COUNTY** shall
35 have no obligation to any other person or entity.
- 36

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

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

19 a. A statement from a Florida Registered Landscape Architect that the
20 **IMPROVEMENTS** have been inspected and were installed substantially in
21 accordance with the approved plans for the **IMPROVEMENTS**, and;

22 b. A Contract Payment Request Form and a Contractual Services
23 Purchases Schedule Form, attached hereto and incorporated herein as
24 Exhibit "A" (pages 1 and 2) which are required for each and every
25 reimbursement requested by **ASSOCIATION**. Said information shall list each
26 invoice paid by **ASSOCIATION** and shall include the vendor invoice number,
27 invoice date, and the amount paid by **ASSOCIATION**. **ASSOCIATION** shall
28 attach a copy of each vendor invoice paid by **ASSOCIATION** along with a
29 copy of the respective check and shall make reference thereof to the
30 applicable item listed on the Contractual Services Purchases Schedule
31 Form. Further, the Program Administrator and the President of
32 **ASSOCIATION**, or his designee shall also certify that each vendor invoice
33 listed on the Contractual Services Purchases Schedule Form was paid by
34 **ASSOCIATION** as indicated.

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

1 8. **ASSOCIATION** agrees to be responsible for the perpetual maintenance of
2 the **IMPROVEMENTS** following its installation and shall be solely responsible for obtaining
3 and complying with all necessary permits, approvals, and authorizations from any federal,
4 state, regional, or **COUNTY** agency which are required for the subsequent maintenance of
5 the **IMPROVEMENTS**.

6 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices
7 submitted to **COUNTY** no later than March 31, 2008, and **COUNTY** shall have no
8 obligation to **ASSOCIATION** or any other entity or person for any cost incurred thereafter
9 unless the time for completion is extended by modification of this Agreement as provided
10 herein.

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

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

29 12. **ASSOCIATION** shall, at all times during the term of this Agreement (the
30 installation and existence of the **IMPROVEMENTS**), maintain in force its status as an
31 insured corporation, and shall provide evidence of this insurance prior to **COUNTY**'s
32 execution of this Agreement.

33 13. **ASSOCIATION** shall require each contractor engaged by **ASSOCIATION** for
34 work associated with this Agreement to maintain:

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

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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

Property Manager
Ocean Parks Jupiter Condominium Association, Inc.
300 North A1A
Jupiter, FL 33477

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

1 equity or by statute or otherwise. No single or partial exercise by any party of any right,
2 power, or remedy shall preclude any other or further exercise thereof.

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

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

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

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

18 25. **ASSOCIATION** shall promptly notify **COUNTY** of any lawsuit-related
19 complaint, 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 26. The parties expressly covenant and agree that in the event any of the parties
22 is in default of its obligations under this Agreement, the parties not in default shall provide
23 to the defaulting party thirty (30) days written notice before exercising any of their rights.

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

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

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

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

34 31. This Agreement shall take effect upon execution and the effective date shall
35 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.

OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC.

(ASSOCIATION SEAL)

**OCEAN PARKS JUPITER
CONDOMINIUM ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS**

ATTEST:

By: _____
ASSOCIATION SECRETARY

By: *[Signature]*
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: *[Signature]*
ASSOCIATION 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 MASLOTTI, CHAIRMAN~~
ADDIE L. GREEN, CHAIRPERSON

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*

**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 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

**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

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX101006-93

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 01/11/07	REMAINING BALANCE
<u>A1A/725' N OF INDIANTWN RD-1,875 N OF INDIANTN</u>								
3500-368-1226-8201	Contributions-Non-Govtl Agency	0	0	125,000	0	125,000	0	125,000
<u>RESERVE FOR DISTRICT 1</u>								
3500-368-9111-9907	Res-Future Construction	1,863,324	810,824	<u>0</u>	<u>125,000</u>	685,824		
				125,000	125,000			

SIGNATURE

DATE

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

Engineering & Public Works

R. A. Ward

1/11/07

Administration / Budget Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners