

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 15, 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 \$10,000 from District 1.
- B.** A second Financial Assistance Agreement with KPBCB to provide a reimbursement contribution not to exceed \$10,000 from District 4.
- C.** A Budget Transfer of \$20,000 in the Transportation Improvement Fund from Reserve for Districts 1 and 4 (\$10,000 each District) to Cabana Colony Local Drainage.
- D.** A Budget Transfer of \$20,000 in the Capital Outlay Fund from Cabana Colony Local Drainage to KPBCB.

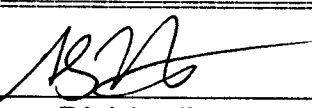
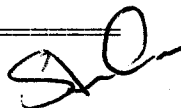
Summary: These items provide funding of \$20,000 to KPBCB for Fiscal Year 2007. The efforts of KPBCB serve a public purpose by promoting and facilitating public and community area enhancement programs and by promoting, facilitating, and reviewing beautification grants for the purpose of enhancing thoroughfare roadways throughout Palm Beach County.


District: Countywide (ME)

Background and Justification: These projects are deemed to be eligible projects that will support the operations of KPBCB. The District 1 and District 4 Commissioners have agreed to the use of District 1 and District 4 Reserves for this purpose.

Attachments:

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

Recommended by:  _____ **Division Director** 4/12/07  _____ **Date**

Approved By:  _____ **County Engineer** 4/19/07 _____ **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2007 | 2008 | 2009 | 2010 | 2011 |
|--------------------------|-----------------|------------|------------|------------|------------|
| Grant Expenditures | \$20,000 | -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- |
| NET FISCAL IMPACT | \$20,000 | -0- | -0- | -0- | -0- |

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 & 4
Cabana Colony/Local Drainage

Capital Outlay Fund
Cabana Colony/Local Drainage
Keep PBC Beautiful

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 4/26/07
OFMB
4-25-07
CN
04/24/07

[Signature] 4/27/07
Contract Dev. and Control
4/27/07
These Agreements comply with our review requirements.

B. Approved as to Form and Legal Sufficiency:

[Signature] 4/30/07
Assistant County Attorney

C. Other Department Review:

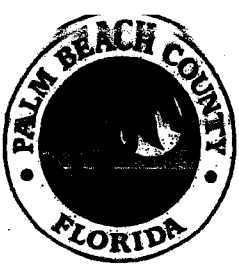
Department Director

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

From: Patricia Weaver
To: Andrew Hertel
Date: 1/9/2007 2:13:23 PM
Subject: Keep PBC Beautiful

Commissioner Marcus has authorized the expenditure of \$10,000 from the District 1 Gas Reserves Fund to KPBCB this fiscal year. What do you need from us to make this happen?

ATTACHMENT #1



File KEEP PBC Beautiful

RECEIVED

OCT 30 2006

MEDIAN BEAUTIFICATION SECTION

P.O. Box 1989

West Palm Beach, FL 33402-1989

(561) 355-2001

FAX: (561) 355-3990

www.pbcgov.com

October 25, 2006

Ms. Lourdes Ferris
Executive Director
Keep Palm Beach County Beautiful, Inc.
1920 Palm Beach Lakes Blvd.
Suite 210
West Palm Beach, FL 33409

Palm Beach County
Board of County
Commissioners

Tony Masilotti, Chairman

Addie L. Greene, Vice Chairperson

Karen T. Marcus

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

Dear Ms. Ferris:

This is formal notification that I am committing \$10,000 from the FY 2006-2007 District IV Gas Tax Fund toward the KPBCB Thoroughfare Beautification Grant program for county and state roads.

Your request and a copy of this letter are being forwarded to Harvey Phillips, in the Engineering Department at the County to prepare the appropriate agreement for processing.

Please feel free to contact me if you have any questions.

Sincerely,

Mary McCarty
Commissioner, District IV
Palm Beach County Commission

MM:kfs

cc: Harvey Phillips, Engineering Dept./PBC

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

ATTACHMENT # 1

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 # |
| INSURED Keep Palm Beach County Beautiful, Inc. 1920 Palm Beach Lakes Blvd. Suite 210 West Palm Beach, FL 33409 | INSURER A: Philadelphia Indemnity Insurance Co | 18058 |
| | INSURER B: | |
| | 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 LTR | INSRC | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|----------------------------------|-----------------------------------|-------------------------------------------|-------------|
| A | | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | PHPK196825 | 12/13/06 | 12/13/07 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | PHPK196825 | 12/13/06 | 12/13/07 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | BODILY INJURY (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 <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE | \$ |
| | | | | | | AGGREGATE | \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS | OTH-ER |
| | | | | | | E.L. EACH ACCIDENT | \$ |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| | | OTHER | | | | | |

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 <u>10</u> 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  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ATTACHMENT #2

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

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, 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".

WITNESSETH:

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 TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00); and

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 reimbursement funding in an amount not to exceed TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) for KPBCB's costs related to PROGRAMS.
3. COUNTY agrees to reimburse KPBCB up to the amount established in paragraph 2 for costs associated with PROGRAMS, upon KPBCB's submission of acceptable documentation needed to substantiate such costs for the PROGRAMS. COUNTY will use its best efforts to provide said funds to KPBCB on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 5, below.
4. COUNTY's obligation is limited to its payment obligation as set forth in Paragraph 2, and COUNTY shall have no obligation to any other person or entity.

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

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

11 **7. All invoices from KPBCB shall be submitted to COUNTY no later than**
12 **September 30, 2008, and COUNTY shall have no obligation to KPBCB or any other**
13 **entity or person for any cost incurred thereafter unless the time for completion is**
14 **extended by modification of this Agreement as provided herein.**

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

26 **9. As provided in F.S. 287.132-133, by entering into this Agreement or**
27 **performing any work in furtherance hereof, KPBCB certifies that its affiliates,**
28 **suppliers, sub-contractors, and consultants who perform work hereunder, have not**
29 **been placed on the convicted vendor list maintained by the State of Florida**

1 Department of Management Services within 36 months immediately preceding the
2 date hereof. This notice is required by F.S. 287.133(3)(a).

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

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

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

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

15 AS TO COUNTY

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

21 AS TO KPBCB

22 Executive Director, Keep Palm Beach County Beautiful, Inc.
23 1920 Palm Beach Lakes Boulevard, Suite 210
24 West Palm Beach, FL 33409

25 14. This Agreement shall be construed and governed by the laws of the
26 State of Florida. Any and all legal action necessary to enforce this Agreement shall
27 be held in Palm Beach County. No remedy herein conferred upon any party is
28 intended to be exclusive of any other remedy, and each and every other remedy shall
29 be cumulative and shall be in addition to every other remedy given hereunder or now
30 or hereafter existing at law or in equity or by statute or otherwise. No single or
31 partial exercise by any party of any right, power, or remedy shall preclude any other
32 or further exercise thereof.
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1 **15. Any costs or expenses (including reasonable attorney's fees)**
2 **associated with the enforcement of the terms and conditions of this Agreement**
3 **shall be borne by the respective parties; provided, however, that this clause pertains**
4 **only to the parties to the Agreement.**

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

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

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

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

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

24 **21. This Agreement represents the entire understanding among the parties,**
25 **and supersedes all other negotiations, representations, or agreements, either written**
26 **or oral, relating to this Agreement.**

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

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

INTENTIONALLY LEFT BLANK

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

4 KEEP PALM BEACH COUNTY BEAUTIFUL, INC.

5
6
7 (KPBCB SEAL)

KEEP PALM BEACH COUNTY
BEAUTIFUL, INC.

BY ITS BOARD OF DIRECTORS

11
12 ATTEST:

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16
17 By: George Matsoukas
18 KPBCB SECRETARY

17 By: Jo Ellen Loring
18 PRESIDENT

21
22 ATTEST:

23 SHARON R. BOCK, CLERK &
24 COMPTROLLER

25 By: _____
26 DEPUTY CLERK

25 By: _____
26 ADDIE L. GREEN, CHAIRPERSON

27
28 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

29 By: _____
30 ASSISTANT COUNTY ATTORNEY

31 APPROVED AS TO TERMS AND CONDITIONS

32 BY: [Signature]
33

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

Exhibit A

(Project)

Grantor _____

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 | _____ | _____ | _____ |
| Grantor 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

**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

**FINANCIAL ASSISTANCE AGREEMENT WITH KEEP PALM BEACH COUNTY
BEAUTIFUL, INC., FOR THOROUGHFARE BEAUTIFICATION
GRANT ADMINISTRATION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2007, 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".

WITNESSETH:

WHEREAS, KPBCB promotes, facilitates, and reviews beautification grants on State, and to the extent funded, County thoroughfares within the COUNTY, hereinafter "GRANTS"; and

WHEREAS, COUNTY believes that these efforts by KPBCB serve a public purpose by enhancing the beautification of thoroughfare roadways, 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 TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00).

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 reimbursement funding in an amount not to exceed TEN THOUSAND AND 00/100 DOLLARS (\$10,000.00) for KPBCB's costs related to GRANTS.
3. COUNTY agrees to reimburse KPBCB up to the amount established in paragraph 2 for costs associated with the review of GRANTS, upon KPBCB's submission of acceptable documentation needed to substantiate such costs for the GRANTS. COUNTY will use its best efforts to provide said funds to KPBCB on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 5, below.
4. COUNTY's obligation is limited to its payment obligation as set forth in Paragraph 2, and COUNTY shall have no obligation to any other person or entity.

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

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

11 **7. All invoices from KPBCB shall be submitted to COUNTY no later than**
12 **September 30, 2008, and COUNTY shall have no obligation to KPBCB or any other**
13 **entity or person for any cost incurred thereafter unless the time for completion is**
14 **extended by modification of this Agreement as provided herein.**

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

26 **9. As provided in F.S. 287.132-133, by entering into this Agreement or**
27 **performing any work in furtherance hereof, KPBCB certifies that its affiliates,**
28 **suppliers, sub-contractors, and consultants who perform work hereunder, have not**
29 **been placed on the convicted vendor list maintained by the State of Florida**

1 Department of Management Services within 36 months immediately preceding the
2 date hereof. This notice is required by F.S. 287.133(3)(a).

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

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

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

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

15 AS TO COUNTY

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

21 AS TO KPBCB

22 Executive Director, Keep Palm Beach County Beautiful, Inc.
23 1920 Palm Beach Lakes Boulevard, Suite 210
24 West Palm Beach, FL 33409

25 14. This Agreement shall be construed and governed by the laws of the
26 State of Florida. Any and all legal action necessary to enforce this Agreement shall
27 be held in Palm Beach County. No remedy herein conferred upon any party is
28 intended to be exclusive of any other remedy, and each and every other remedy shall
29 be cumulative and shall be in addition to every other remedy given hereunder or now
30 or hereafter existing at law or in equity or by statute or otherwise. No single or
31 partial exercise by any party of any right, power, or remedy shall preclude any other
32 or further exercise thereof.
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1 **15. Any costs or expenses (including reasonable attorney's fees)**
2 **associated with the enforcement of the terms and conditions of this Agreement**
3 **shall be borne by the respective parties; provided, however, that this clause pertains**
4 **only to the parties to the Agreement.**

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

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

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

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

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

24 **21. This Agreement represents the entire understanding among the parties,**
25 **and supersedes all other negotiations, representations, or agreements, either written**
26 **or oral, relating to this Agreement.**

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

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23. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

INTENTIONALLY LEFT BLANK

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

4 KEEP PALM BEACH COUNTY BEAUTIFUL, INC.
5

6
7 (KPBCB SEAL)
8

KEEP PALM BEACH COUNTY
BEAUTIFUL, INC.

9
10 BY ITS BOARD OF DIRECTORS
11

12 ATTEST:
13

14
15
16 By: George Matsoukas
17 KPBCB SECRETARY
18
19

By: Jo Ellen Henniger
PRESIDENT
20
21

22 ATTEST:

23 SHARON R. BOCK, CLERK &
24 COMPTROLLER

25 By: _____
26 DEPUTY CLERK
27

By: _____
ADDIE L. GREEN, CHAIRPERSON

28 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

29 By: _____
30 ASSISTANT COUNTY ATTORNEY

31 APPROVED AS TO TERMS AND CONDITIONS

32 BY: [Signature]
33

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

Exhibit A

(Project)

Grantor _____ 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 | _____ | _____ | _____ |
| Grantor 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

**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

BGEX032107-1251

FUND Capital Outlay

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 03/21/07 | REMAINING BALANCE |
|--------------------------------------------|--------------------------------|-----------------|----------------|----------|---------------|-----------------|-------------------------------------|-------------------|
| <u>KEEP PBC BEAUTIFUL</u> | | | | | | | | |
| 3900-364-M107-8201 | Contributions-Non-Govtl Agency | 0 | 30,000 | 20,000 | 0 | 50,000 | 0 | 50,000 |
| <u>CABANA COLONY/LOCAL DRAINAGE</u> | | | | | | | | |
| 3900-364-M051 | 6506 IOTB-Infrastructure | 802,657 | 619,657 | <u>0</u> | <u>20,000</u> | 599,657 | | |
| | | | | 20,000 | 20,000 | | | |

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 05/15/07

Engineering & Public Works



4/11/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

2007 _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX032107-1250

FUND Transportation Improvement

| ACCOUNT NUMBER | ACCOUNT NAME | ORIGINAL BUDGET | CURRENT BUDGET | INCREASE | DECREASE | ADJUSTED BUDGET | EXPENDED/ ENCUMBERED AS OF 03/21/07 | REMAINING BALANCE |
|--------------------------------------------|-------------------------|-----------------|----------------|----------|----------|-----------------|-------------------------------------|-------------------|
| <u>CABANA COLONY/LOCAL DRAINAGE</u> | | | | | | | | |
| 3500-364-M051-6506 | IOTB-Infrastructure | 375,000 | 558,000 | 20,000 | 0 | 578,000 | 0 | 578,000 |
| <u>RESERVE FOR DISTRICT 1</u> | | | | | | | | |
| 3500-368-9111-9907 | Res-Future Construction | 1,863,324 | 773,569 | 0 | 10,000 | 763,569 | | |
| <u>RESERVE FOR DISTRICT 4</u> | | | | | | | | |
| 3500-368-9114-9907 | Res-Future Construction | 2,625,107 | 1,973,953 | 0 | 10,000 | 1,963,953 | | |
| | | | | 20,000 | 20,000 | | | |

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 05/15/07

Engineering & Public Works

_____ *[Signature]* _____

_____ 4/11/07 _____

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners