

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 20, 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 Budget Transfer of \$30,000 in the Transportation Improvement Fund from Reserve for District 2 to Cabana Colony Local Drainage.
- B. A Budget Transfer of \$30,000 in the Capital Outlay Fund from Cabana Colony Local Drainage to Keep Palm Beach County Beautiful, Inc. (KPBCB) District 2.

Summary: This item provides funding not to exceed \$30,000 for the second of four annual allocations to KPBCB for Fiscal Years 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 (MRE)

Background and Justification: KPBCB's operations are deemed to be eligible for this funding, 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. Budget Transfer - Capital Outlay Fund
- 4. Budget Transfer – Transportation Improvement Fund
- 5. Financial Assistance Agreement of February 6, 2007 (R2007-0117)

Recommended by: _____

Division Director

Date

10/15/07

Approved By: _____

County Engineer

Date

10/22/07

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$30,000</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>\$30,000</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 2
Cabana Colony/Local Drainage

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

C. Departmental Fiscal Review: R. A. Ward 10/11/07

III. REVIEW COMMENTS

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

Jan Dink 10-30-07
OFMB
SN 10/30/07
10/30/07
V/O 10/27

Jim J. Jansen 10/31/07
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

Marlene R. [Signature] 11/06/07
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: 10/11/2007 8:56:37 AM
Subject: Fwd: Keep Palm Beach County Beautiful (KPBCB)

>>> Kim Ciklin 10/11/07 8:42:16 AM >>>

This will serve as Commissioner Koons' authorization to transfer \$30,000 of District 2 Transportation Improvement Funds to the KPBCB program and represents the second installment of a four-year funding agreement.

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.	
INSURED Keep Palm Beach County Beautiful, Inc. 1920 Palm Beach Lakes Blvd. Suite 210 West Palm Beach, FL 33409		INSURERS AFFORDING COVERAGE	NAIC #
		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	INSRD	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 DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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

CANCELLATION

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

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

[Signature]

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 100107-331

FUND Capital Outlay

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/07	REMAINING BALANCE
<u>KEEP PBC BEAUTIFUL - DIST 2</u>								
3900-364-M107-8201	Contributions-Non-Govtl Agency	10,000	10,000	30,000	0	40,000	0	40,000
<u>CABANA COLONY/LOCAL DRAINAGE</u>								
3900-364-M051-6506	IOTB-Infrastructure	619,657	493,604	<u>0</u>	<u>30,000</u>	463,604		
				30,000	30,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 11/20/07

Engineering & Public Works

R.D. Ward

10/2/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer**

BGEX 100107-301

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 10/01/07	REMAINING BALANCE
<u>CABANA COLONY/LOCAL DRAINAGE</u>								
3500-364-M051-6506	IOTB-Infrastructure	558,000	678,000	30,000	0	708,000	0	708,000
<u>RESERVES FOR DISTRICT 2</u>								
3500-368-9112-9907	Res-Future Construction	1,778,489	1,758,489	<u>0</u>	<u>30,000</u>	1,728,489		
				30,000	30,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 11/20/07

Engineering & Public Works

R.D. Ward

10/2/07

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

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

FEB 06 2007

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".

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 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.

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

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

11. COUNTY and KPBCB 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.

12. 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.

13. 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 KPBCB

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

14. 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

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.

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

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

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.
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6
7 (KPBCB SEAL)

8 KEEP PALM BEACH COUNTY
9 BEAUTIFUL, INC.

10 BY ITS BOARD OF DIRECTORS

11
12 ATTEST:

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17 By: [Signature]
18 KPBCB SECRETARY

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21 By: [Signature]
22 PRESIDENT

23 ATTEST:

24 R2007 0117

25 SHARON R. BOCK, CLERK &
26 COMPTROLLER

FEB 06 2007

27 By: [Signature]
28 DEPUTY CLERK



29 By: [Signature]
30 ADDIE L. GREEN, CHAIRPERSON

31 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

32 By: [Signature]
33 ASSISTANT COUNTY ATTORNEY

34 APPROVED AS TO TERMS AND CONDITIONS

35 BY: [Signature]
36