

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 15, 2008

Consent  
 Ordinance

Regular  
 Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve:

- A) Agreement with Loggerhead Marinelifelife Center, Inc. for the period January 15, 2008, through July 30, 2008, in an amount not-to-exceed \$57,185 for decking, walkways, and landscape improvements;
- B) A Budget Transfer of \$57,185 in the Transportation Improvement Fund from Reserve for District 1 to the County Transportation Trust Fund;
- C) A Budget Transfer of \$57,185 in the Transportation Trust Fund increasing the annual transfer from the Transportation Improvement Fund and decreasing the annual transfer from the General Fund;
- D) A Budget Transfer of \$57,185 in the General Fund decreasing the annual transfer to the County Transportation Trust Fund and increasing the annual transfer to the Park Improvement Fund; and
- E) A Budget Amendment of \$57,185 in the Park Improvement Fund increasing the annual transfer from the General Fund and increasing the appropriation to the District 1 Recreation Assistance Program (RAP).

**Summary:** This funding is to assist with costs for construction of decking, walkways, and landscape improvements at the Loggerhead Marinelifelife Center (formerly known as Marinelifelife Center of Juno Beach). The Loggerhead Marinelifelife Center attracts approximately 150,000 visitors annually. The Agreement allows for the reimbursement of eligible project costs incurred subsequent to December 1, 2007. The budget transfers and budget amendment increase the gas tax support and decrease the ad valorem support of the County Transportation Trust Fund, thereby allowing for the allocation of the available ad valorem support to the District 1 Recreation Assistance Program (RAP). At the November 21, 2006, Board meeting, the flexibility of up to \$200,000 in transfers was approved for this purpose. With the approval of this project, the remaining balance available in transfers for District 1 will be \$40,315. District 1 (AH)

**Background and Justification:** Loggerhead Marinelifelife Center, Inc. is a not-for-profit marine conservation organization that promotes marine conservation through public education programs. Loggerhead Marinelifelife Center plans to expand its Learning Center by adding an outdoor classroom to assist with its public education programs, and the project includes constructing decking, walkways, and landscape improvements.

The total cost of the decking, walkways and landscape improvements is anticipated to be \$57,185, and this funding will offset costs incurred by Loggerhead Marinelifelife Center for the project. The Agreement has been executed on behalf of Loggerhead Marinelifelife Center, Inc., and now needs to be approved by the Board of County Commissioners.

The completion term of the project as specified in the Motion and Title above is July 30, 2008. The compliance term of the Agreement is until January 14, 2018, since this funding is for a capital project.

**Attachments:**

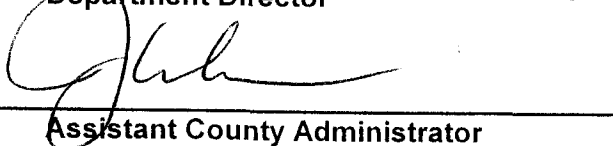
- 1. Agreement
- 2. Budget Transfers (3)
- 3. Budget Amendment
- 4. Commissioner Authorization

Recommended by: \_\_\_\_\_

  
Department Director

12-14-07  
Date

Approved by: \_\_\_\_\_

  
Assistant County Administrator

1-9-08  
Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>57,185</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>
<b>NET FISCAL IMPACT</b>	<b><u>57,185</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No X  
 Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
 Object \_\_\_\_\_ Program N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Transportation Improvement Fund/Reserve for District 1 (3500-368-9111-9907)

C. Departmental Fiscal Review: *in-kind match*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

*Jim Dal* 12-26-07  
 OFMB *12/21/07*  
*SH 12/21/07*  
*CV 12/11/07*  
*SN 12/21/07*  
*J. Anne J. J...* 1/5/08  
 Contract Development and Control  
*11/8/07*

B. Legal Sufficiency: **This Contract complies with our contract review requirements.**

*Anne Delgant* 1/9/08  
 Assistant County Attorney

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

REVISED 10/95  
 ADM FORM 01

**AGREEMENT BETWEEN PALM BEACH COUNTY AND LOGGERHEAD  
MARINELIFE CENTER, INC. FOR DECKING, WALKWAYS, AND LANDSCAPE  
IMPROVEMENTS**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Loggerhead Marinelif e Center, Inc., a Florida not-for-profit corporation authorized to do business in the State of Florida, hereinafter referred to as "Loggerhead Marinelif e Center".

**W I T N E S S E T H:**

**WHEREAS**, Loggerhead Marinelif e Center is a not-for-profit marine conservation organization that promotes marine conservation through public education programs; and

**WHEREAS**, Loggerhead Marinelif e Center plans to expand its Learning Center by adding an outdoor classroom to assist its public education programs; and

**WHEREAS**, project elements include decking, walkways, and landscape improvements, and are estimated to cost approximately \$57,185; and

**WHEREAS**, approximately 150,000 visitors are anticipated to visit the Loggerhead Marinelif e Center annually; and

**WHEREAS**, Loggerhead Marinelif e Center has requested \$57,185 from County to offset costs for decking, walkways, and landscape improvements; and

**WHEREAS**, County desires to provide funding for costs for the Marinelif e Center's decking, walkways, and landscape improvements; and

**WHEREAS**, funding to assist Loggerhead Marinelif e Center with the decking, walkways, and landscape improvements project in an amount not-to-exceed \$57,185 is available from the Recreation Assistance Program (RAP) - District 1; and

**WHEREAS**, cultural, recreational, and environmental facilities serve a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not-to-exceed \$57,185 to Loggerhead Marinelif e Center for decking, walkways, and landscape improvements, as set forth in Exhibit "A", attached hereto and incorporated herein, hereinafter referred to as the

"Project".

2. County will use its best efforts to provide said funds to Loggerhead Marinelifelife Center on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Project, as specified herein, was carried out in accordance with this Agreement; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Loggerhead Marinelifelife Center. Said information shall list each invoice paid by Loggerhead Marinelifelife Center and shall include the vendor invoice number; invoice date; and the amount paid by Loggerhead Marinelifelife Center along with the number and date of the respective check and/or proof of payment for said payment. Loggerhead Marinelifelife Center shall attach a copy of each vendor invoice paid by Loggerhead Marinelifelife Center along with a copy of the respective check and/or proof of payment, and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Loggerhead Marinelifelife Center's Program Administrator and Project Financial Officer shall certify the total funds spent by Loggerhead Marinelifelife Center on the Project and shall also certify that each vendor invoice, as listed on the Contractual Services Purchases Schedule was paid by Loggerhead Marinelifelife Center and approved by Loggerhead Marinelifelife Center as indicated.

3. Loggerhead Marinelifelife Center incurred expenses for the Project beginning on December 1, 2007. Those costs incurred by Loggerhead Marinelifelife Center for the Project approved and submitted accordingly by Loggerhead Marinelifelife Center subsequent to December 1, 2007, are eligible for reimbursement by County pursuant to the terms and conditions hereof.

4. RAP funds may be used as a match for other local, state, or federal grant programs, but Loggerhead Marinelifelife Center may not submit reimbursement requests for the same expenses to the County as other fund sources to receive duplicate reimbursement for the same expenses.

5. Loggerhead Marinelifelife Center warrants that it is an active not-for-profit corporation, duly chartered and registered with the Florida Department of State, Division of

Corporations.

6. Loggerhead Marineline Center agrees, warrants, and represents that all of the employees and participants in the Project will be treated equally during employment, and for the provision of services without regard to residency, race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

7. Loggerhead Marineline Center shall be responsible for the operation and maintenance of the Project, including all associated costs.

8. The term of this Agreement shall be for ten (10) years, commencing upon the date of execution by the parties hereto.

9. The parties agree that, in the event Loggerhead Marineline Center is in default of its obligations under this Agreement, the County shall provide Loggerhead Marineline Center thirty (30) days written notice to cure the default. In the event Loggerhead Marineline Center fails to cure the default within the thirty (30) day cure period, the County shall have no further obligation to honor reimbursement requests submitted by Loggerhead Marineline Center for the Project deemed to be in default and Loggerhead Marineline Center shall return any County RAP funds already collected by Loggerhead Marineline Center for that Project.

10. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by the County, without cause, upon thirty (30) days prior written notice to the other party. This Agreement may be terminated by the County with cause, upon expiration of the thirty (30) day cure period provided for in Section 9 above.

11. Loggerhead Marineline Center shall complete the Project by April 30, 2008, and invoices and checks submitted for reimbursement must be dated within the project time frame of December 1, 2007, through April 30, 2008. Loggerhead Marineline Center shall provide its final reimbursement request(s), including a project completion statement and reimbursement documentation as indicated in Section 2 above on or before July 30, 2008. Upon written notification to County at least ninety (90) days prior to that date Loggerhead Marineline Center may request an extension beyond this period for the purpose of completing the Project. County shall not unreasonably deny Loggerhead Marineline Center's request for said extension.

12. In the event Loggerhead Marineline Center ceases to exist, or ceases or

suspends the Project for any reason, any remaining unpaid portion of this Agreement shall be retained by County, and County shall have no further obligation to honor reimbursement requests submitted by Loggerhead Marineline Center. The determination that Loggerhead Marineline Center has ceased or suspended the Project shall be made by County and Loggerhead Marineline Center agrees to be bound by County's determination.

13. Loggerhead Marineline Center agrees to abide by, and be governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses normally required to conduct business or activity conducted by Loggerhead Marineline Center. Failure to comply may result in County's refusal to honor reimbursement requests for the Project.

14. County reserves the right to withhold reimbursement if the Project is not completed as specified in Exhibit "A".

15. It is understood and agreed that Loggerhead Marineline Center is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, Loggerhead Marineline Center shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgments, and/or causes of action of any type arising out of or relating to any act or omission of Loggerhead Marineline Center, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also for the period prior to the Agreement for which Loggerhead Marineline Center is eligible to receive reimbursement from the County.

16. Loggerhead Marineline Center shall, at its sole expense, agree to maintain in full

force and effect at all times during the life of this Agreement, insurance coverages and limits (including endorsements), as described herein. Loggerhead Marineline Center shall agree to provide the County with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as County's review of acceptance of insurance maintained by Loggerhead Marineline Center are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Loggerhead Marineline Center under the Agreement.

**Commercial General Liability.** Loggerhead Marineline Center shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence.

Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. Loggerhead Marineline Center shall provide this coverage on a primary basis.

**Property Insurance.** Loggerhead Marineline Center shall agree to maintain (1) Property insurance written on a replacement cost basis in an amount not less than 100% of the replacement cost of the building(s) and contents, including Betterments and Improvements made by or on behalf of Loggerhead Marineline Center, located on the Premises. Coverage shall be written on a replacement cost basis and include an endorsement for Ordinance & Law coverage; (2) Flood insurance, regardless of the flood zone, in an amount not less than 100% of the actual cash value of the building(s) and contents, including Betterments and Improvements made by or on behalf of Loggerhead Marineline Center, located on the Premises; or the maximum amount available from the National Flood Insurance Program, whichever is less.

**Worker's Compensation Insurance & Employer's Liability.** Loggerhead Marineline Center shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. Loggerhead Marineline Center shall provide this coverage on a primary basis.

**Additional Insured.** Loggerhead Marineline Center shall endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and

Agents." Loggerhead Marineline Center shall provide the Additional Insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** Loggerhead Marineline Center hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Loggerhead Marineline Center shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, when a condition to the policy specifically prohibits such an endorsement, or voids coverage should Loggerhead Marineline Center enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, Loggerhead Marineline Center shall deliver to the County a Certificate(s) of coverage evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Parks and Recreation Department, 2700 Sixth Avenue South, Lake Worth, FL 33461, Attention: Administrative Support Manager.

**Right to Review.** County, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Agreement. County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

17. Upon request by County, Loggerhead Marineline Center shall demonstrate financial accountability through the submission of acceptable financial audits performed by an independent auditor.

18. Loggerhead Marineline Center shall maintain books, records, documents and other evidence that sufficiently and properly reflect all costs of any nature expended in the



performance of this Agreement for a period of not less than five (5) years. Upon advance notice to Loggerhead Marineline Center, County shall have the right to inspect and audit said books, records, documents and other evidence during normal business hours.

19. The County and Loggerhead Marineline Center may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

20. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

21. As provided in Section 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Loggerhead Marineline Center certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

22. This Agreement represents the entire agreement between the parties and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. mail. All notices shall be addressed to the following:

As to the County:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, Florida 33461

As to Loggerhead Marineline Center:

President  
Loggerhead Marineline Center, Inc.  
14200 U.S. 1  
Juno Beach, FL 33408

24. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and no other person shall have any rights, interest, or claims hereunder or

be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS HEREOF, the undersigned parties have signed this Agreement on the date first above written.

**ATTEST:**  
**SHARON R. BOCK, Clerk & Comptroller**

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Commissioner Addie L. Greene, Chairperson

**WITNESSES:**  
*Dwight W. Ingram*  
\_\_\_\_\_  
*Deonica Finnett*  
\_\_\_\_\_

**LOGGERHEAD MARINELIFE CENTER, INC.**  
**FEI Number: 59-2445926**

By: *NAVETTE LAWRENSEN*  
\_\_\_\_\_  
Name (Type or Print)

Title: *EXECUTIVE DIRECTOR*  
\_\_\_\_\_

By: *[Signature]*  
\_\_\_\_\_  
Signature

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By: *[Signature]*  
\_\_\_\_\_  
Dennis Eshleman, Director  
Parks and Recreation Department

**Recreation Assistance Program (RAP)  
Exhibit "A" to Agreement**

*LOGGERHEAD*  
Name of Agency: **Juno Beach Marineline Center, Inc.**  
Mailing Address: **14200 U.S. 1, Juno Beach, FL 33408**

Federal Employer Identification Number: 650707422

Name of President: Raymond Graziotto  
Name of Executive Director: Nanette Lawrenson

Project Liaison Information:  
Name: Nanette Lawrenson  
Telephone #: 561-627-8280  
Fax #: 561-627-8305  
e-mail: Nanette@marineline.org

Purpose/Mission of Agency:

501c(3) marine conservation organization which promotes marine conservation through public education programs.

**PROJECT INFORMATION**

1. Name of Project: **Marineline Center Decking, Walkways, and Landscape Improvements**

2. Project Description  
• General (Project Scope):

Expand the Learning Center by adding an outdoor classroom.

- Public Purpose: Public education program
- Location and Date: 14200 U.S. Highway One                      October 26, 2007  
Juno Beach, FL 33408
- Anticipated Number of Participants/Users: 150,000 a year

3. Project Elements: List anticipated broad categories of Expenditure Items such as capital outlay, contractual services, personnel costs, operational expenses, equipment, and "Other Miscellaneous Project expenses". Do not include expenditure line item budget/ amounts.

Decking, concrete, walkways, landscaping

4. Estimated Lump Sum Total for Project: \$57,185

5. Project Initiation date (date of first invoice for which reimbursement will be requested) and anticipated End date (date which project will be completed and all invoices paid). — Dec.1, 2007 — to — April 30, 2008 —

Note: Invoices and copies of proof of payment documents will be required for Project/Program reimbursement after the RAP Agreement is approved by the Board of County Commissioners. Do not submit reimbursement documentation at this time. After the Agreement is approved, and the reimbursement request is submitted, all invoices and checks must be dated within the stated project time frame AND Categories for Project Elements must be listed in Section 3 above in order to be eligible for RAP reimbursement.

6. Required Attachment: X  
Certificate of Insurance

Amount of Recreation Assistance Program Funding awarded      \$ 57,185  
District 1  
(filled in by County)

Form available online by request. Contact Susan Yinger at [syinger@pbcgov.com](mailto:syinger@pbcgov.com)



PALM BEACH COUNTY  
PARKS AND RECREATION DEPARTMENT

EXHIBIT B

CONTRACT PAYMENT REQUEST

Date \_\_\_\_\_

Grantee \_\_\_\_\_ Project Name: \_\_\_\_\_

Submission #: \_\_\_\_\_ Reimbursement Period: \_\_\_\_\_

Item	Key	Project Costs This Submission	Cumulative Project Costs
Contractual Services	(C)	_____	_____
Salary & Wages (% of salaries)	(S)	_____	_____
Materials, Supplies, Direct Purchases	(M)	_____	_____
Equipment	(E)	_____	_____
Travel	(T)	_____	_____
Indirect Costs	(I)	_____	_____
<b>TOTAL PROJECT COSTS</b>		=====	=====

Key Legend

- C = Contractual Services
- S = Salary & Wages
- M = Materials, Supplies, Direct Purchases
- E = Equipment
- T = Travel
- I = Indirect Costs

Certification: I hereby certify that the above expenses 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 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

\_\_\_\_\_  
Department Director Date





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

BGEX 112707-1823

**FUND Transportation Improvement**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/27/07	REMAINING BALANCE
<b><u>TRANSFERS-COUNTY TRANS TRUST</u></b>								
3500-821-8006-9026	Tr To Co Trans Trust Fd 1201	2,000,000	2,102,500	57,185	0	2,159,685	0	2,159,685
<b><u>RESERVE FOR DISTRICT 1</u></b>								
3500-368-9111-9907	Res-Future Construction	973,569	722,864	0	57,185	665,679		
	(Loggerhead Marineline Center/Landscaping Improvements - RAP)			57,185	57,185			

**SIGNATURE**

**DATE**

**By Board of County Commissioners  
At Meeting of 01/15/08**

Engineering & Public Works

*R.D. Ward*

*11/27/07*

Administration / Budget Approval

OFMB Department - Posted

**Deputy Clerk to the  
Board of County Commissioners**

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

BGRV 112707-312

FUND County Transportation Trust

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/27/07	REMAINING BALANCE
<b>COUNTY TRANS TRUST</b>								
1201-800-8006-8162	Tr Fr Transport Imp Fd 3500	2,000,000	2,102,500	57,185	0	2,159,685	0	2,159,685
<b>COUNTY TRANS TRUST</b>								
1201-800-8006-8000	Tr Fr General Fund Fd 0001	9,924,198	9,821,698	<u>0</u>	<u>57,185</u>	9,764,513		
				57,185	57,185			
	(Loggerhead Marineline Center/Landscape Improvements – RAP)							

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 01/15/08

Engineering & Public Works

R. J. Ward

11/27/07

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners



08-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1

BGEX 583 121007\*1908

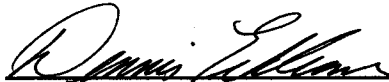
FUND 0001 - GENERAL FUND

ACCT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/10/07	REMAINING BALANCE
<b>Transfers</b>								
0001-820-9100-9184	Tr To Park Imprv Fd 3600	1,100,000	1,202,500	57,185	0	1,259,685		1,259,685
0001-820-9100-9026	Tr To Co Trans Trust Fd 1201	9,924,198	9,821,698	0	57,185	9,764,513		9,764,513
	<b>TOTAL</b>			57,185	57,185			

Parks and Recreation Department  
INITIATING DEPARTMENT/DIVISION

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	12-13-07
_____	_____
_____	_____

By Board of County Commissioners  
At Meeting of  
January 15, 2008  
Deputy Clerk to the Court

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

BGRV 583 121007\*331  
BGEX 583 121007\*1909

**FUND 3600 - PARK IMPROVEMENT**

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED 12/10/07	REMAINING BALANCE
<b>REVENUES</b>								
3600-800-8000-8000	Tr Fr General Fund Fd 0001	1,100,000	1,202,500	57,185	0	1,259,685		1,259,685
<b>TOTAL RECEIPTS &amp; BALANCES</b>		15,440,494	17,568,116	57,185	0	17,625,301		
<b>APPROPRIATIONS</b>								
3600-583-R911-003-8201	Contributions-Non-Govts Agncs	0	102,500	57,185	0	159,685	102,500	57,185
<b>TOTAL APPROPRIATIONS &amp; EXPENDITURES</b>		15,440,494	17,568,116	57,185		17,625,301		

Signatures

Date

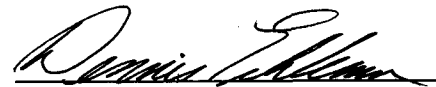
By Board of County Commissioners

At Meeting of

January 15, 2008

Deputy Clerk to the Court

Parks and Recreation Department  
**INITIATING DEPARTMENT/DIVISION**



12-13-07

Administration/Budget Department Approval

\_\_\_\_\_

OFMB Department - Posted

\_\_\_\_\_

**From:** Patricia Weaver  
**To:** Susan Yinger  
**CC:** Owen Miley; Robert Ward  
**Date:** 10/10/2007 9:24 AM  
**Subject:** Fwd: Loggerhead Marinelife Center funding request  
**Attachments:** LMC turtle yard estimate (2).xls; lmlc turtle yard plan LP-1 (2).pdf

Susan,

Commissioner Marcus has authorized the expenditure of \$57,185 from Gas Tax Reserves to RAP to fund landscape improvements at the Marine Life Center. The attachments show the plan and a budget. She's covering only the highlighted sections of the budget chart. Nanette Lawrenson is the contact person for the agreement. She's the Executive Director of the Center and can be reached at 627-8280. I just left her a message that someone would be calling her with details. Cindy said she thought we had done an agreement with her in the past. Let me know if you have any questions. Trish 355-4433.

>>> "Ken KB. Blair" <Ken@SKHOLDINGS.com> 10/2/2007 2:53 PM >>>  
 Good afternoon Trish:

I was asked to send you the attached for consideration of funding by Commissioner Marcus from her discretionary funding budget.

Should you have any questions, or require additional information, please do not hesitate to contact me. Thanks in advance for your assistance in this matter.

**KENNETH A. BLAIR**  
**(561) 625-9443 FAX (561) 625-5689**  
**CELL (561) 379-3124**

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/04/2007

PRODUCER (561)734-8445 FAX (561)734-7558  
 Burkey Risk Services, Inc.  
 2240 Woolbright Rd., Suite 201  
 Boynton Beach, FL 33426-6363  
 Cindy Cuellar

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 Loggerhead Marineline Center Inc.  
 14200 US Highway One  
 Loggerhead Park  
 Juno Beach, FL 33408

*Attn: Betty*

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great American Assurance Co.	
INSURER B: American States Ins. Co.	000000
INSURER C: Comp Options Insurance	
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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liq-Agg \$1mil GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAC0568974703  VOL MED PAY \$10,000	11/30/2007	11/30/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MCD EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ 5,000,000
B		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	01CH57256010	08/06/2007	08/06/2008	COMBINED SINGLE LIMIT (Per 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 \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	EXC0569029803 STRAIGHT XS	11/30/2007	11/30/2008	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	01A60222074100	12/01/2007	12/01/2008	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> 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  
 The Certificate Holder is listed as Additional Insured, but only with respect to liability arising out of the activities or operations of the Named Insured.  
 Re: Special Events

**CERTIFICATE HOLDER**  
  
 Palm Beach County, Board of County Commissioners, Special Events Dept  
 Tom Landry  
 2700 Sixth Ave South  
 Lake Worth, FL 33461

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE