

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: April 1, 2008	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
	<input type="checkbox"/> Workshop	<input type="checkbox"/> 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 Bonaire Village Condominium Association, Inc. (Association), to provide reimbursement funding not to exceed \$35,000.
- B. A Budget Transfer of \$35,000 in the Transportation Improvement Fund from Reserve for District 5 to Jog Road Fence and Buffer beautification from South Oriole Boulevard to 1,020 feet north of South Oriole Boulevard.

Summary: This Agreement provides funding to reimburse the Association up to a maximum of \$35,000 of the cost to install beautification improvements along Palm Beach County's right-of-way for Jog Road from South Oriole Boulevard to 1,020 feet north of South Oriole Boulevard. The Association will be responsible for the perpetual maintenance of these improvements.

District: 5 (MRE)

Background and Justification: This project is deemed to be eligible for gas tax funding, and will enhance the appearance of this public roadway. The District 5 Commissioner has agreed to the use of District 5 Reserves for this purpose.

Attachments:

1. Location Sketch
2. Insurance Certificate
3. Commissioner Authorization
4. Agreements (2) with Exhibit "A"
5. Budget Transfer

Recommended By: _____

Division Director

Date

Approved By: _____

County Engineer

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$35,000</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>\$35,000</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

Jog Rd Fence & Buffer Beaut/S Oriole Blvd to 1,020' N of S Oriole Blvd-Dist 5

C. Departmental Fiscal Review: _____

R. D. Wand 3/4/08

III. REVIEW COMMENTS

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

Atwillhite 3-17-08
OFMB
3/17/08

Jim J. Jacob 3/17/08
Contract Dev. and Control
3/17/08

B. Approved as to Form and Legal Sufficiency:

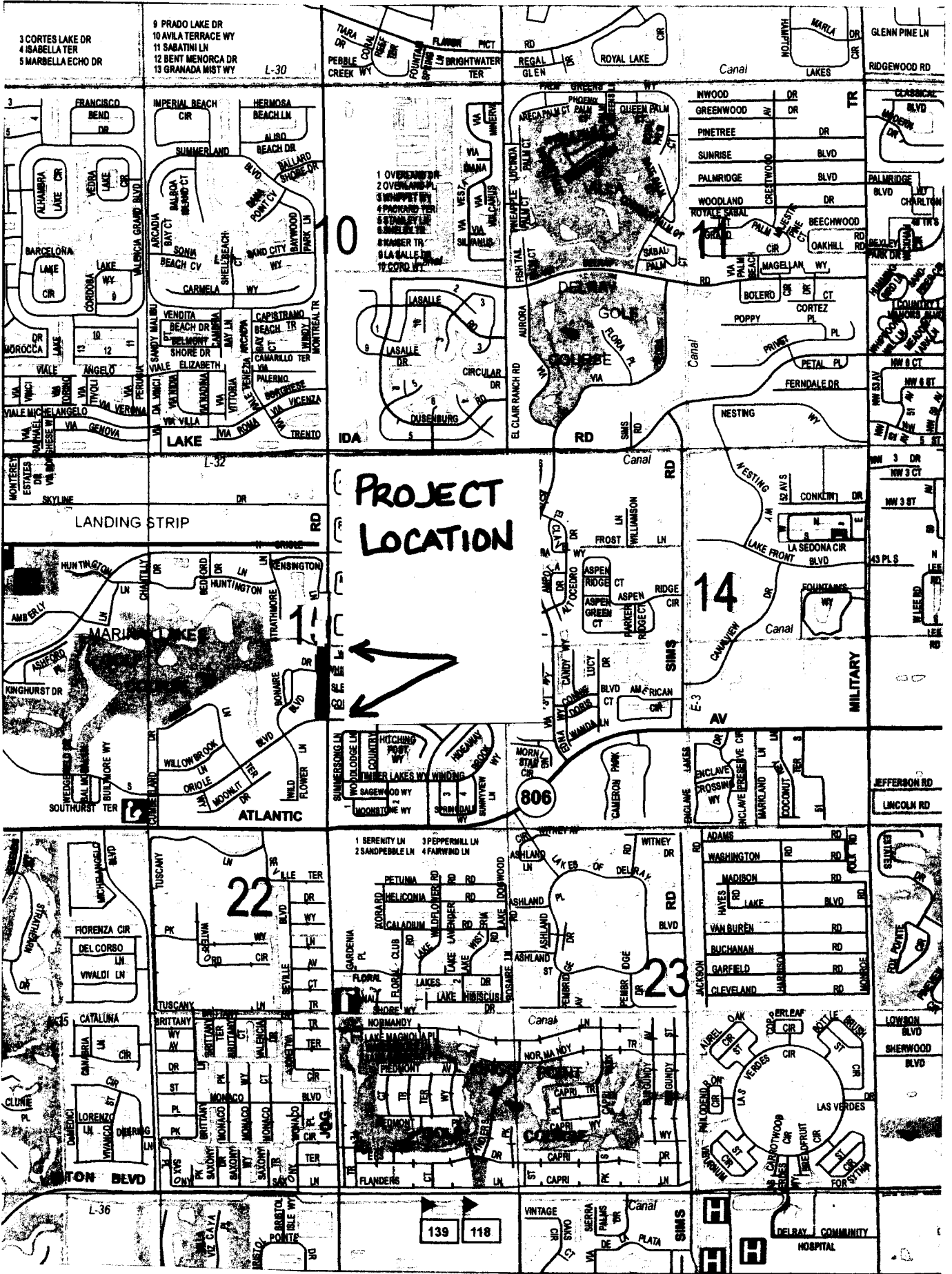
Marlene R. Leuter 3/18/08
Assistant County Attorney

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		OP ID 22 BOMAT-9	DATE (MM/DD/YY) 02/22/08
PRODUCER The Plastridge Agency, Inc. 820 N.E. 6th Avenue Delray Beach FL 33483 Phone: 561-276-5221 Fax: 561-276-5244	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 Bonaire Village Condo. Assn Inc 14580 Bonaire Blvd. Delray Beach FL 33446	INSURERS AFFORDING COVERAGE INSURER A Philadelphia Ins. Companies INSURER B INSURER C INSURER D INSURER E		NAIC # 18058

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	ADDL	LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X		GENERAL LIABILITY	PHPK219660	02/28/07	02/28/08	EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
			<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER				PERSONAL & ADV INJURY \$ 1,000,000
			<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				GENERAL AGGREGATE \$ 2,000,000
							PROD LITS - COMPROP AGG \$ 2,000,000
A			AUTOMOBILE LIABILITY	PHPK219660	02/28/07	02/28/08	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000
			<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input checked="" type="checkbox"/> HIRED AUTOS				
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				
			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				EACH OCCURRENCE \$
							AGGREGATE \$
			<input type="checkbox"/> DEDUCTIBLE				\$
			<input type="checkbox"/> RETENTION \$				\$
			WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				
			ANY PROPERTY DAMAGE EXCEPTIVE OF CEN/MEM PER E-1 EXCLUDED				EA STATUTORY LIMITS TO F-ER
			If yes, describe under SPECIAL PROVISIONS below				EA EACH ACCIDENT \$
							EA DISEASE - EA EMPLOYEE \$
							EA DISEASE - POLICY LIMIT \$
			OTHER				

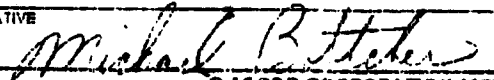
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER**CANCELLATION**

Palm Beach County Department
of Engineering & Public Works
Gary Gregory
P.O. Box 21229
West Palm Beach FL 33416-1229

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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2007/08)

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ATTACHMENT #3

From: Andrew Hertel
To: Gary Gregory
Date: 3/4/2008 1:01:18 PM
Subject: Fwd: Bonaire Village

>>> Vivian Leiva 3/4/08 12:01 PM >>>

Commissioner Aaronson has authorized \$35,000 from District Five Gas Tax Fund for the reimbursement of costs associated with the installation of hedges and a fence along Jog Road in front of Bonaire Village Condominium Association.

Thanks.

Vivian E. Leiva
Senior Administrative Assistant to Commissioner Burt Aaronson

ATTACHMENT #3

FINANCIAL ASSISTANCE AGREEMENT WITH BONAIRE VILLAGE CONDOMINIUM ASSOCIATION, INC., FOR BEAUTIFICATION ALONG THE COUNTY'S RIGHT OF WAY FOR JOG ROAD

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **BONAIRE VILLAGE CONDOMINIUM ASSOCIATION, INC.**, (Federal I. D. No. 591579426), a not-for-profit corporation of the State of Florida, hereinafter "**ASSOCIATION**", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH:

WHEREAS, **ASSOCIATION** desires to install a fence and buffer beautification along the right of way of **COUNTY**'s Jog Road on **ASSOCIATION**'s property (within 25 feet and visible from the right of way) from South Oriole Boulevard to approximately 1,020 feet north of South Oriole Boulevard, hereinafter "**IMPROVEMENTS**"; and

WHEREAS, **COUNTY** believes that these efforts by **ASSOCIATION** serve a public purpose in the enhancement of the appearance of the right of way and wishes to support **ASSOCIATION**'s efforts to install the **IMPROVEMENTS** by providing reimbursement funding from Board of County Commissioners Reserve for District 5 in an amount not to exceed THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00); and

WHEREAS, after installation, **ASSOCIATION** will be responsible for the perpetual maintenance of the **IMPROVEMENTS**.

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 **ASSOCIATION** reimbursement funding for the **IMPROVEMENTS** from Board of County Commissioners Reserve for District 5 in an amount not to exceed THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00).
3. **COUNTY** agrees to reimburse **ASSOCIATION** up to the amount established in paragraph 2 for costs (materials and labor) associated with the installation of the **IMPROVEMENTS**, upon **ASSOCIATION**'s submission of acceptable documentation needed to substantiate their costs for the **IMPROVEMENTS**. **COUNTY** will use its best efforts to provide said funds to **ASSOCIATION** on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.

1 4. **COUNTY**'s obligation is limited to its payment obligation and **COUNTY** shall
2 have no obligation to any other person or entity.

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

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

- 21 a. A statement from a Florida Registered Landscape Architect that the
22 **IMPROVEMENTS** have been inspected and were installed substantially in
23 accordance with the approved plans for the **IMPROVEMENTS**, and;
24 b. A Contract Payment Request Form and a Contractual Services
25 Purchases Schedule Form, attached hereto and incorporated herein as
26 Exhibit "A" (pages 1 and 2) which are required for each and every
27 reimbursement requested by **ASSOCIATION**. Said information shall list each
28 invoice paid by **ASSOCIATION** and shall include the vendor invoice number,
29 invoice date, and the amount paid by **ASSOCIATION**. **ASSOCIATION** shall

1 attach a copy of each vendor invoice paid by **ASSOCIATION** along with a
2 copy of the respective check and shall make reference thereof to the
3 applicable item listed on the Contractual Services Purchases Schedule
4 Form. Further, the Program Administrator and the President of
5 **ASSOCIATION**, or his designee shall also certify that each vendor invoice
6 listed on the Contractual Services Purchases Schedule Form was paid by
7 **ASSOCIATION** as indicated.

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

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

18 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices
19 submitted to **COUNTY** no later than June 30, 2009, and **COUNTY** shall have no obligation
20 to **ASSOCIATION** or any other entity or person for any cost incurred thereafter unless the
21 time for completion is extended by modification of this Agreement as provided herein.

22 10. **ASSOCIATION** recognizes that it is an independent contractor, and not an
23 agent or servant of **COUNTY** or its Board of County Commissioners. In the event a claim or
24 lawsuit is brought against **COUNTY**, its officers, employees, servants or agents, relating to
25 the **IMPROVEMENTS** or any item which is the responsibility of **ASSOCIATION**,
26 **ASSOCIATION** hereby agrees to indemnify, save and hold harmless **COUNTY**, its
27 officers, employees, servants or agents, and to defend said persons from any such claims,
28 liabilities, causes of action and judgments of any type whatsoever arising out of or relating
29 to the existence of the **IMPROVEMENTS** or the performance by **ASSOCIATION** as may

1 relate to this Agreement. **ASSOCIATION** agrees to pay all costs, attorney's fees and
2 expenses incurred by **COUNTY**, its officers, employees, servants or agents in connection
3 with such claims, liabilities or suits except as may be incurred due to the negligence of
4 **COUNTY**. Furthermore, **ASSOCIATION** agrees that the extent of **COUNTY**'s liability
5 pursuant to this Agreement shall be limited solely to the aforementioned payment
6 obligation

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

13 12. **ASSOCIATION** shall, at all times during the term of this Agreement (the
14 installation and existence of the **IMPROVEMENTS**), maintain in force its status as an
15 insured corporation, shall name the **COUNTY** as an additional insured, and shall provide
16 evidence of this insurance prior to **COUNTY**'s execution of this Agreement.

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

19 a. Workers' Compensation coverage in accordance with Florida Statutes,
20 and;

21 b. Commercial General Liability coverage, including vehicle coverage, in
22 combined single limits of not less than ONE MILLION AND 00/100
23 DOLLARS (\$1,000,000.00). **COUNTY** shall be included in the coverage as
24 an additional insured.

25
26
27
28 14. In the event of termination, **ASSOCIATION** shall not be relieved of liability to
29 **COUNTY** for damages sustained by **COUNTY** by virtue of any breach of the contract by

1 **ASSOCIATION**; and **COUNTY** may withhold any payment to **ASSOCIATION** for the
2 purpose of set-off until such time as the exact amount of damages due **COUNTY** is
3 determined.

4 15. **ASSOCIATION**'s termination of this **AGREEMENT** shall result all obligations
5 of **COUNTY** for funding contemplated herein to be canceled.

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

9 17. **COUNTY** may, at **COUNTY**'s discretion and for the duration of the
10 **IMPROVEMENTS**, install signs within the public property or easement, notifying the public
11 that the **IMPROVEMENTS** were funded with **COUNTY** dollars.

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

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

18 **AS TO COUNTY**

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

24 **AS TO ASSOCIATION**

25 President, Bonaire Village Condominium Association, Inc.
26 14580 Bonaire Boulevard
27 Delray Beach, FL 33446

28 20. This Agreement shall be construed and governed by the laws of the State of
29 Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm
30 Beach County. No remedy herein conferred upon any party is intended to be exclusive of

1 any other remedy, and each and every other remedy shall be cumulative and shall be in
2 addition to every other remedy given hereunder or now or hereafter existing at law or in
3 equity or by statute or otherwise. No single or partial exercise by any party of any right,
4 power, or remedy shall preclude any other or further exercise thereof.

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

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

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

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

20 25. **ASSOCIATION** shall promptly notify **COUNTY** of any lawsuit-related
21 complaint, or cause of action threatened or commenced against it which arises out of or
22 relates, in any manner, to the performance of this Agreement.

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

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

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

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

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

6 31. This Agreement shall take effect upon execution and the effective date shall
7 be the date of execution.

8
9
10 INTENTIONALLY LEFT BLANK

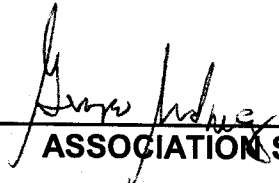
1 **IN WITNESS WHEREOF**, the parties have executed this Agreement and it is
2 effective on the date first above written.

3 **BONAIRE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

4
5
6 (ASSOCIATION SEAL)

**BONAIRE VILLAGE CONDOMINIUM
ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS**

9 **ATTEST:**

10 By: 
 ASSOCIATION SECRETARY

By: 
 PRESIDENT

11 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

12 By: _____
13 **ASSOCIATION ATTORNEY**

PALM BEACH COUNTY

14 (COUNTY SEAL)

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

16 **ATTEST:**

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

19 By: _____
20 **DEPUTY CLERK**

By: _____
 ADDIE L. GREENE, CHAIRPERSON

21 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

22 By: _____
23 **ASSISTANT COUNTY ATTORNEY**

24 **APPROVED AS TO TERMS AND CONDITIONS**

25 BY: 

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

Exhibit A

(Project)

Grantee _____

Request Date _____

Billing # _____

Billing Period _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above
were incurred for the work identified as being
accomplished in the attached progress reports.

Certification: I hereby certify that the documen-
tation has been maintained as required to support
the project expenses reported above and is avail-
able for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY

County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____

Reviewed and Approved by:

PBC Project Administrator/Date

Assistant County Engineer or Fiscal Manager/Date

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

(Project)

Grantee _____

Billing Date _____

Billing # _____

Billing Period _____

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			_____	

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

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 BONAIRE VILLAGE CONDOMINIUM ASSOCIATION, INC., FOR BEAUTIFICATION ALONG THE COUNTY'S RIGHT OF WAY FOR JOG ROAD

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between **BONAIRE VILLAGE CONDOMINIUM ASSOCIATION, INC.**, (Federal I. D. No. 591579426), a not-for-profit corporation of the State of Florida, hereinafter "**ASSOCIATION**", and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

W I T N E S S E T H:

WHEREAS, **ASSOCIATION** desires to install a fence and buffer beautification along the right of way of **COUNTY**'s Jog Road on **ASSOCIATION**'s property (within 25 feet and visible from the right of way) from South Oriole Boulevard to approximately 1,020 feet north of South Oriole Boulevard, hereinafter "**IMPROVEMENTS**"; and

WHEREAS, **COUNTY** believes that these efforts by **ASSOCIATION** serve a public purpose in the enhancement of the appearance of the right of way and wishes to support **ASSOCIATION**'s efforts to install the **IMPROVEMENTS** by providing reimbursement funding from Board of County Commissioners Reserve for District 5 in an amount not to exceed THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00); and

WHEREAS, after installation, **ASSOCIATION** will be responsible for the perpetual maintenance of the **IMPROVEMENTS**.

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.
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19 Streetscape Section, of **COUNTY**'s Department of Engineering and Public Works with a
20 request for payment supported by the following:

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

24 b. A Contract Payment Request Form and a Contractual Services
25 Purchases Schedule Form, attached hereto and incorporated herein as
26 Exhibit "A" (pages 1 and 2) which are required for each and every
27 reimbursement requested by **ASSOCIATION**. Said information shall list each
28 invoice paid by **ASSOCIATION** and shall include the vendor invoice number,
29 invoice date, and the amount paid by **ASSOCIATION**. **ASSOCIATION** shall

1 attach a copy of each vendor invoice paid by **ASSOCIATION** along with a
2 copy of the respective check and shall make reference thereof to the
3 applicable item listed on the Contractual Services Purchases Schedule
4 Form. Further, the Program Administrator and the President of
5 **ASSOCIATION**, or his designee shall also certify that each vendor invoice
6 listed on the Contractual Services Purchases Schedule Form was paid by
7 **ASSOCIATION** as indicated.

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

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

18 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices
19 submitted to **COUNTY** no later than June 30, 2009, and **COUNTY** shall have no obligation
20 to **ASSOCIATION** or any other entity or person for any cost incurred thereafter unless the
21 time for completion is extended by modification of this Agreement as provided herein.

22 10. **ASSOCIATION** recognizes that it is an independent contractor, and not an
23 agent or servant of **COUNTY** or its Board of County Commissioners. In the event a claim or
24 lawsuit is brought against **COUNTY**, its officers, employees, servants or agents, relating to
25 the **IMPROVEMENTS** or any item which is the responsibility of **ASSOCIATION**,
26 **ASSOCIATION** hereby agrees to indemnify, save and hold harmless **COUNTY**, its
27 officers, employees, servants or agents, and to defend said persons from any such claims,
28 liabilities, causes of action and judgments of any type whatsoever arising out of or relating
29 to the existence of the **IMPROVEMENTS** or the performance by **ASSOCIATION** as may

1 relate to this Agreement. **ASSOCIATION** agrees to pay all costs, attorney's fees and
2 expenses incurred by **COUNTY**, its officers, employees, servants or agents in connection
3 with such claims, liabilities or suits except as may be incurred due to the negligence of
4 **COUNTY**. Furthermore, **ASSOCIATION** agrees that the extent of **COUNTY**'s liability
5 pursuant to this Agreement shall be limited solely to the aforementioned payment
6 obligation

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

13 12. **ASSOCIATION** shall, at all times during the term of this Agreement (the
14 installation and existence of the **IMPROVEMENTS**), maintain in force its status as an
15 insured corporation, shall name the **COUNTY** as an additional insured, and shall provide
16 evidence of this insurance prior to **COUNTY**'s execution of this Agreement.

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

19 a. Workers' Compensation coverage in accordance with Florida Statutes,
20 and;

21 b. Commercial General Liability coverage, including vehicle coverage, in
22 combined single limits of not less than ONE MILLION AND 00/100
23 DOLLARS (\$1,000,000.00). **COUNTY** shall be included in the coverage as
24 an additional insured.

25
26
27
28 14. In the event of termination, **ASSOCIATION** shall not be relieved of liability to
29 **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

President, Bonaire Village Condominium Association, Inc.
14580 Bonaire Boulevard
Delray Beach, FL 33446

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

1 any other remedy, and each and every other remedy shall be cumulative and shall be in
2 addition to every other remedy given hereunder or now or hereafter existing at law or in
3 equity or by statute or otherwise. No single or partial exercise by any party of any right,
4 power, or remedy shall preclude any other or further exercise thereof.

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

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

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

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

20 25. **ASSOCIATION** shall promptly notify **COUNTY** of any lawsuit-related
21 complaint, or cause of action threatened or commenced against it which arises out of or
22 relates, in any manner, to the performance of this Agreement.

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

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

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

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

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

6 31. This Agreement shall take effect upon execution and the effective date shall
7 be the date of execution.

8
9
10 INTENTIONALLY LEFT BLANK

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

BONAIRE VILLAGE CONDOMINIUM ASSOCIATION, INC.

(COUNTY SEAL)

**BONAIRE VILLAGE CONDOMINIUM
ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS**

ATTEST:

By: [Signature]
ASSOCIATION SECRETARY

By: [Signature]
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
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: _____
ADDIE L. GREENE, 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 documen-
tation has been maintained as required to support
the project expenses reported above and is avail-
able for audit upon request.

Administrator/Date

Financial Officer/Date

PBC USE ONLY

County Funding Participation	\$
Total Project Cost	\$
Total project costs to date	\$
County obligation to date	\$
County retainage (___%)	(\$)
County funds previously disbursed	(\$)
County funds due this billing	\$

Reviewed and Approved by:

PBC Project Administrator/Date

Assistant County Engineer or Fiscal Manager/Date

**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE**

(Project)

Grantee _____

Billing Date _____

Billing # _____

Billing Period _____

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
TOTAL			_____	

Certification: I hereby certify that the purchase(s) noted above were used in accomplishing the project.

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

2008 _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 022108-2255

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 02/21/08	REMAINING BALANCE
<u>JOG FENCE & BUFFER BEAUT/S ORIOLE – DIST 5</u>								
3500-368-1276-8201	Contributions-Non-Govtl Agency	0	0	35,000	0	35,000	0	35,000
<u>RESERVES FOR DISTRICT 5</u>								
3500-368-9115-9907	Res-Future Construction	2,867,919	2,362,321	<u>0</u>	<u>35,000</u>	2,327,321		
				35,000	35,000			

	SIGNATURE	DATE	By Board of County Commissioners At Meeting of <u>04/01/08</u>
Engineering & Public Works	<u>R. D. Ward</u>	<u>2/21/08</u>	
Administration / Budget Approval	_____	_____	_____
OFMB Department – Posted	_____	_____	Deputy Clerk to the Board of County Commissioners