

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: June 3, 2008

Consent

Regular

Workshop

Public Hearing

Submitted By: Engineering and Public Works

Submitted For: County Engineer

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) A budget Transfer of \$100,000 in the Transportation Improvement Fund from Reserve for District 4 to Orange Boulevard Phase I – 140th Avenue to 130th Avenue North.
- B) A Budget Transfer of \$100,000 in the Capital Outlay Fund from Orange Boulevard Phase 1 – 140th Avenue to 130th Avenue North to Florence Fuller Child Development Centers to fund buses–District 4.
- C) An Agreement with Florence Fuller Child Development Centers in an amount not to exceed \$100,000 for the purchase of one (1) school bus and air conditioning for two (2) school buses.

SUMMARY: Approval of the Budget Transfers and Agreement will allow Palm Beach County to fund the purchase of one (1) school bus and air conditioning for two (2) existing buses for the Florence Fuller Child Development Centers, a non profit organization.

District 4 (MRE)

Background and Justification: The Florence Fuller Child Development Centers, a non profit organization, requested the assistance of the District 4 Commissioner in purchasing one school bus to transport school aged children to their summer camp and after school programs; and installation of air conditioning in two existing buses. The District 4 Commissioner believes this will serve the public's best interest.

Attachments:

- 1. Location Map
- 2. Authorization
- 3. Agreements – Exhibit "A" (2)
- 4. Budget Transfers

Recommended by: *M. Malcounell* 5/30/08
 Division Director Date

Approved by: *D. T. Webb* 5/30/08
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	<u>\$100,000</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>\$100,000</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 4
Orange Blvd PH I/140th Ave to 130th Ave N

Capital Outlay Fund
Orange Blvd PH I/140th Ave to 130th Ave N.
Busses-Florence Fuller Child Development Ctrs-Dist 4

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

A. Willhite 6-2-08
OFMB SN 6/2/08 CA 6/2/08

[Signature] 6/2/08
Contract Dev. and Control
This contract does not contain insurance requirements, or audit provisions.

B. Approved as to Form and Legal Sufficiency:

Paul F. J. 6/2/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

R43

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D

C

T47

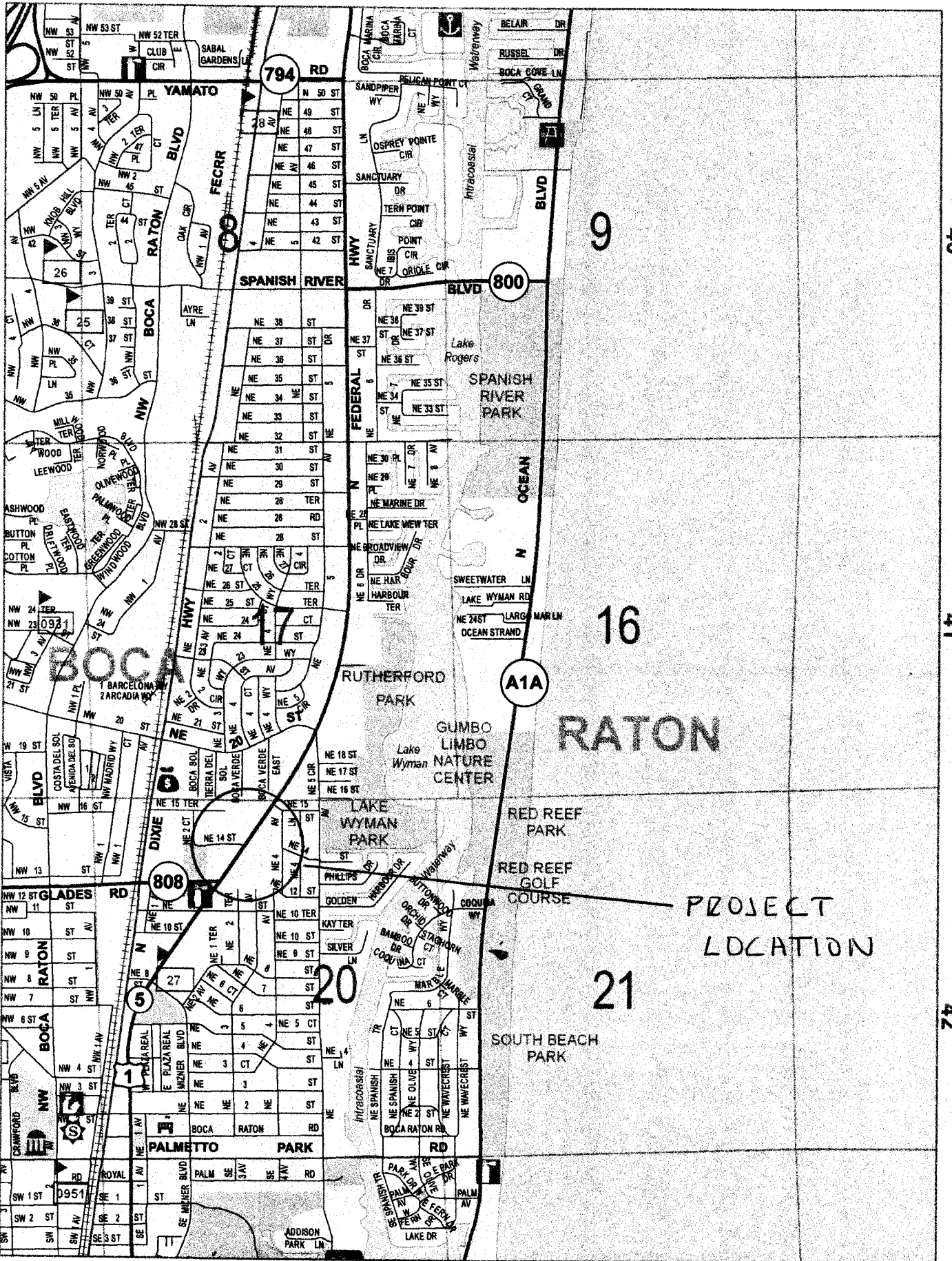
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D

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C

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P.O. Box 1989
West Palm Beach, FL 33402-1989
(561) 355-2001
FAX: (561) 355-3990
www.pbcgov.com

**Palm Beach County
Board of County
Commissioners**

Addie L. Greene, Chairperson
Jeff Koons, Vice Chair
Karen T. Marcus
Robert J. Kanjian
Mary McCarty
Burt Aaronson
Jess R. Santamaria

County Administrator
Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*



December 11, 2007

Ms. Lorry Herdeen
Executive Director
Florence Fuller Child Development Centers
200 NE 14th Street
Boca Raton, FL 33432

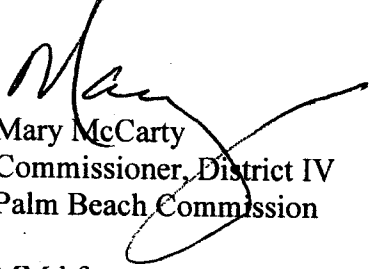
Dear Ms. Herdeen:

This is formal notification that I am awarding \$100,000 from the District IV Gas Tax Discretionary Fund to the Florence Fuller Child Development Centers. These funds are for the purchase of a new school bus and to air condition the two remaining buses.

A copy of this letter I am advising County staff to process this request. I am certain you will be hearing from them in the near future.

It is a pleasure to assist the Florence Fuller Child Development Centers with their request. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,


Mary McCarty
Commissioner, District IV
Palm Beach Commission

MM:kfs

cc: Owen Miley, Special Projects Corrdinator

**REIMBURSEMENT AGREEMENT WITH
FLORENCE FULLER CHILD DEVELOPMENT CENTERS
FOR THE PURCHASE OF ONE SCHOOL BUS
AND AIR CONDITIONING FOR TWO BUSES**

THIS REIMBURSEMENT AGREEMENT is made and entered into this _____ day of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and the **FLORENCE FULLER CHILD DEVELOPMENT CENTERS**, a non-profit organization Federal I.D. number 59-1312245 hereinafter referred to as "**CENTER**"

WITNESSETH:

WHEREAS, CENTER is a not-for-profit organization, organized for the purpose of promoting the community interest and welfare, by providing transportation for school aged children from local schools to their center's after school programs, field trips for preschool students and summer camps; and

WHEREAS, CENTER will accept bids for the purchase of one new school bus to transport school aged children to their center's after school programs, field trips for preschool students and summer camps in an amount not to exceed **EIGHTY SEVEN THOUSAND DOLLARS (\$87,000.00)**; and

WHEREAS, CENTER will accept bids to install air conditioning in two of their existing buses to transport school aged children from local schools to their centers for after school programs, field trips for preschool students and summer camps in an amount not to exceed **THIRTEEN THOUSAND DOLLARS (\$13,000.00)**; and

WHEREAS, the COUNTY believes that these efforts by the **CENTER** serve a public purpose and wishes to support the **PROJECT** by providing reimbursement funding for the documented costs in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**; and

WHEREAS, the COUNTY will provide this one time reimbursement and will not be responsible for future maintenance of the buses. All maintenance of the buses shall be the responsibility of the **CENTER**.

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 incorporated herein.
2. The **COUNTY** agrees to provide to the **CENTER** reimbursement

funding for documented costs of the **PROJECT** in an amount not to exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000.00)**.

3. The **COUNTY** agrees to reimburse the **CENTER** the amount established in paragraph 2 for costs associated with the **PROJECT**, upon the **CENTER's** submission of acceptable documentation needed to substantiate its cost for the **PROJECT**. The **COUNTY** will use its best efforts to provide said funds to the **CENTER** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation as stated in paragraph 3 and shall have no obligation to any other person or entity.

5. The **CENTER** agrees to assume all responsibility for, bidding, contract preparation, and contract administration necessary for the purchase, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **CENTER** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the **CENTER**. Said information shall list each invoice payable by the **CENTER** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CENTER** shall attach a copy of each vendor invoice paid by the **CENTER** along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **CENTER's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CENTER** as indicated.

7. The purchase has been completed all final invoices shall be submitted to the **COUNTY** no later than January 31, 2010, and the **COUNTY** shall have no obligation to the **CENTER** or any other entity or person for any cost incurred thereafter, unless the time for completion is extended by modification of this Agreement.

8. The **CENTER** recognizes that it is an independent organization, and not an agent or servant of **COUNTY** or its Board of County Commissioners. In the

event a claim or lawsuit is brought against **COUNTY**, its officers, employees, servants or agents, relating to any item which is the responsibility of the **CENTER**, the **CENTER** hereby agrees to indemnify, save and hold harmless the **COUNTY**, its officers, employees servants or agents, and to defend said persons from any such claims, liabilities, causes of action and judgments of any type whatsoever arising out of or relating to the existence of the improvements or the performance by the **CENTER** as may relate to this Agreement. The **CENTER** agrees to pay all costs, attorney's fees and expenses incurred by **COUNTY**. Furthermore, **CENTER** agrees that the extent of **COUNTY**'s liability pursuant to this Agreement shall be limited solely to the aforementioned payment obligation.

9. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CENTER** 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. In the event of termination, the **CENTER** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **CENTER**; and the **COUNTY** may withhold any payment to the **CENTER** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

11. The **CENTER**'s termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

12. The **COUNTY** and **CENTER** 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 this Agreement.

13. 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.

14. 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 paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416-1229

AS TO THE CENTER

Florence Fuller Child Development Centers
Lorry Herdeen
Executive Director
200 NE 14TH Street
Boca Raton, FL 33432
Phone: 561-391-7274 Fax: 561-391-6641

15. This Agreement shall be construed and governed by the laws of the State Of Florida and any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy shall preclude any other or further exercise thereof.

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

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

18. Each party agrees to abide by all laws, orders, rules and regulations and the **CENTER** will comply with all applicable governmental codes.

19. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party or parties. Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

20. Each party shall promptly notify the other of any lawsuit, complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

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

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

23. This Agreement represents the entire understanding among the parties, supercedes all other negotiations or agreements written or oral relating to this Agreement.

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

25. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until completed as evidenced by the written acceptance of the **COUNTY** or January 31, 2010, whichever occurs first, or terminated in accordance with Paragraphs 14 and 15.

REMAINDER OF PAGE LEFT BLANK

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

FLORENCE FULLER
CHILD DEVELOPMENT CENTERS

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: 
CEO

By: _____
Addie L. Greene, Chairperson

ATTEST:  **Carolann Spivak**
Commission # DD585334
Expires August 15, 2010
Bonded Tray Fidelity Insurance, Inc. 800-385-7019

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

By: 
Witness

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Attorney

By: _____
Assistant County Attorney

Date: _____

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 5/27/08

**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	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	=====	=====	=====

Certification: I hereby certify that the above was 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	\$ _____
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

**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 noted above was 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 051608-2760

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/16/08	REMAINING BALANCE
ORANGE BLVD PH 1/140TH AVE TO 130TH AVE N								
3500-364-M117-6551	Road & Street Improvements	0	500,000	100,000	0	600,000	0	600,000
RESERVE FOR DISTRICT 4								
3500-368-9114-9907	Res-Future Construction	2,023,953	1,880,852	0	100,000	1,780,852		
				100,000	100,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 07/08/08

Engineering & Public Works

R. A. Ward

5/16/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

2008 _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 051608-2761

FUND Capital Outlay

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 05/16/08	REMAINING BALANCE
BUSSES-FLOR. FULLER CHILD DEV CTR-DIST 4								
3900-368-1284-8201	Contributions Non Gov Agnces	0	0	100,000	0	100,000	0	100,000
ORANGE BLVD PH I/140TH AVE TO 130TH AVE N								
3900-364-M117-6551	Road & Street Improvements	1,029,435	529,435	0	100,000	429,435		
				100,000	100,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 07/08/08

Engineering & Public Works

R. D. Wang

5/16/08

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners