

Agenda Item #:

54.2

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: September 23, 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 \$19,400 in the Transportation Improvement Fund from Reserves for District 4 to Orange Boulevard Phase I – 140th Avenue to 130th Avenue North; and
- B)** A Budget Transfer of \$19,400 in the Capital Outlay Fund from Orange Boulevard Phase I – 140th Avenue to 130th Avenue North to Bus Repairs-Achievement Centers for Children and Families Foundation – District 4; and
- C)** A Reimbursement Agreement with Achievement Centers for Children and Families Foundation for repairs and upgrades to their bus fleet.

SUMMARY: Approval of the Budget Transfers and Reimbursement Agreement will provide funds to help pay for air conditioning and brake repairs to Achievement Centers for Children and Families Foundation's bus fleet.

District 4 (MRE)

Background and Justification: The Achievement Centers for Children and Families Foundation is a non profit organization which provides childcare, school programs, and adult education. They wish to repair the air conditioning, brakes, lights and provide replacement tires for their bus fleet. The District 4 Commissioner has agreed to fund this request. The District 4 Commissioner believes this will serve the public's best interest.

Attachments:

1. Location Map
2. Project Authorization
3. Agreements (2) w/Exhibit 'A'
4. Budget Transfers

Recommended by: DM MacConnell 9/9/08
Division Director Date

Approved by: D. T. Webb 9/17/08
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Grant Expenditures	\$19,400	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$19,400	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No X .
Budget Acct No.: Fund__ Dept__ Unit__ Object__
Program

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

Transportation Improvement Fund
Reserve for District 4
Orange Blvd Ph I-140th Ave to 130th Ave N

Capital Outlay Fund
Orange Blvd Ph I-140th Ave to 130th Ave N
Bus Repairs-Achievement Ctrs for Children & Families

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

atwillhite 9.18.08 9/17
OFMB 9/17
9/18/08 9/18/08
Contract Dev. and Control
This Contract complies with our contract review requirements.

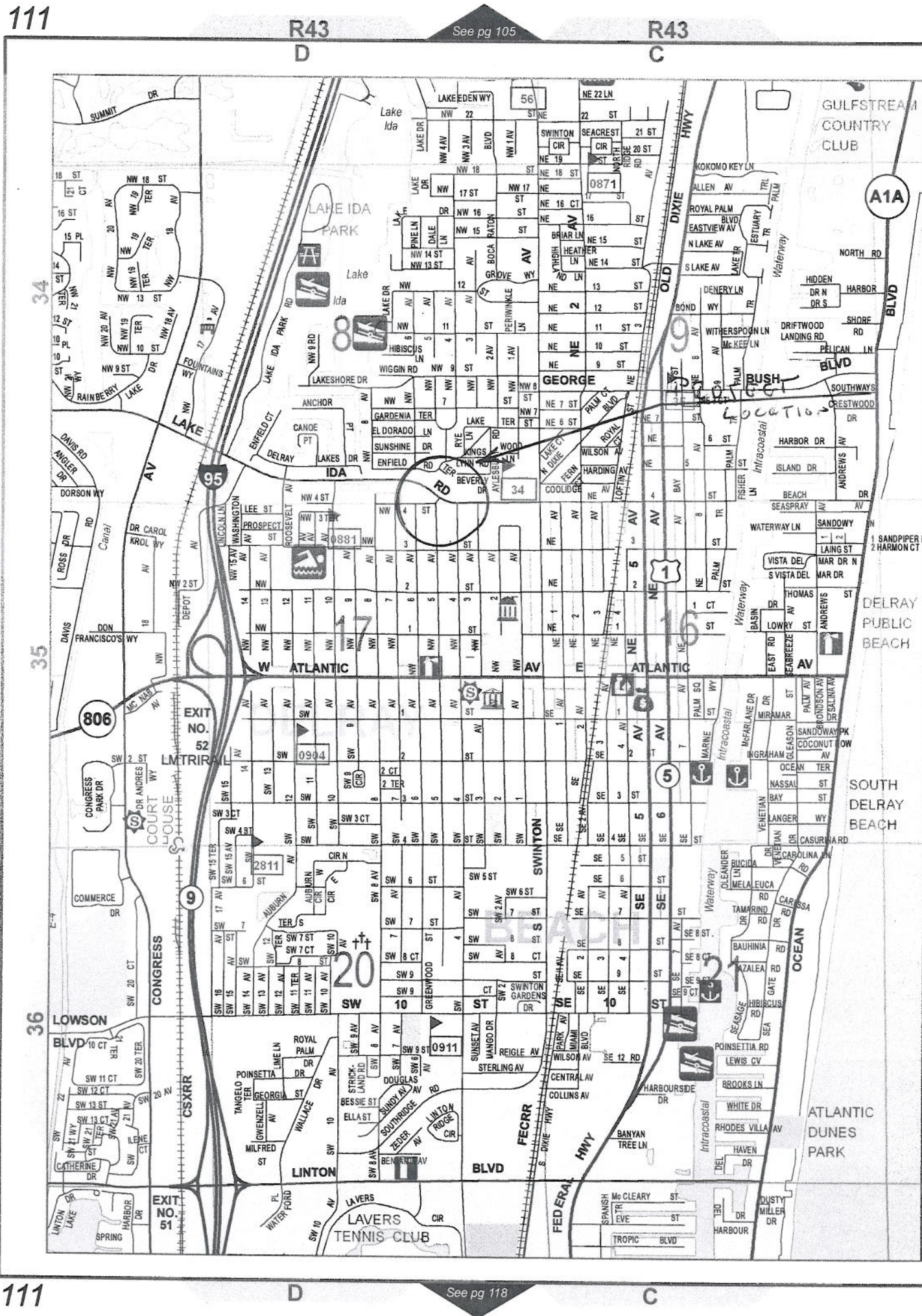
B. Approved as to Form and Legal Sufficiency:

Mark L. Smith 9/19/08
Assistant County Attorney

C. Other Department Review:

Department Director

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



1 FEB 22 2008



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"*

printed on recycled paper

February 20, 2008

Ms. Stephanie Seibel
Executive Director
Achievement Centers for Children & Families Foundation
555 NW 4th Street
Delray Beach, FL 33444

Dear Ms. Seibel:

This is formal notification that I am awarding \$19,400 from the District IV Gas Tax Discretionary Fund to the Achievement Centers for Children & Families Foundation. These funds are for the purchase to upgrade the air conditioners, brakes, strobe lights and tire replacements for the passenger buses to provide transportation for the summer camp programs.

A copy of this letter and your request are being forwarded to Owen Miley, the Special Projects Coordinator to process this request. I am certain you will be hearing from him in the near future.

It is a pleasure to assist the Achievement Centers for Children & Families Foundation 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 Coordinator

**REIMBURSEMENT AGREEMENT WITH
ACHIEVEMENT CENTERS FOR CHILDREN & FAMILIES FOUNDATION, INC.
FOR REPAIRS AND UPGRADES TO THEIR BUS FLEET**

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 **ACHIEVEMENT CENTERS FOR CHILDREN & FAMILIES FOUNDATION, INC.**, a non-profit organization Federal I.D. number 65-1023099 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 affordable childcare, after school programs, adult education and resources to help families seek the assistance they need; and

WHEREAS, CENTER owns and maintains one (1) sixty four (64) passenger bus and four (4) thirty (30) passenger buses used to transport individuals involved in the **CENTER'S** programs; and

WHEREAS, the CENTER'S buses are in need of repair to the master cylinders, brakes, strobe lights, air conditioning system, compressors, condensers, and tires on the four (4) thirty (30) passenger buses, hereinafter referred to as "**REPAIRS**"; and

WHEREAS, the CENTER has requested that the **COUNTY** assist its efforts in transporting individuals needing the centers services by providing reimbursement funding for the documented costs of the **REPAIRS** in an amount not to exceed **NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$19,400.00)**; and

WHEREAS, the CENTER represents that the buses will be used to transport only those individuals involved in the **CENTER'S** programs; and

WHEREAS, the COUNTY finds that these efforts by the **CENTER** serve a public purpose by providing transportation to low income individuals and families in need of transportation to the **CENTER'S** programs and services and wishes to support the **REPAIRS** by providing reimbursement funding; and

WHEREAS, the COUNTY will provide a onetime reimbursement for the **REPAIRS** and all future 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 **CENTER** expressly acknowledges that it is a not for profit organization and is providing transportation to individuals involved with the **CENTER'S** programs and services and that it will continue to do so with the buses covered by this Agreement for no less than one year from the date of this Agreement.

2. The **COUNTY** agrees to provide to the **CENTER** reimbursement funding for documented costs of the **REPAIRS** in an amount not to exceed **NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$19,400.00)**.

3. The **COUNTY** agrees to reimburse the **CENTER** the amount established in paragraph 2 for costs associated with the repairs and upon the **CENTER'S** submission of acceptable documentation needed to substantiate its cost for the repairs. 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. The **CENTER** acknowledges that it is solely responsible for its transportation of individuals served by the **CENTER** and all decisions related thereto.

5. The **CENTER** agrees to assume all responsibility for selecting who will make the **REPAIRS**, the method of **REPAIRS** and the type of materials used in the **REPAIRS** as well as the payment of all costs associated with the **REPAIRS**.

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

A) 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. As it relates to this Agreement, and upon providing reasonable notice, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **CENTER** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

8. The project shall be completed and all final invoices submitted to the **COUNTY** no later than September 30, 2009, 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.

9. 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**.

10. **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. **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 coverage. The requirements contained herein, as well as **COUNTY'S** review of acceptance of insurance maintained by **CENTER** are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **CENTER** under this Agreement.

11. **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. **CENTER** shall provide this coverage on a primary basis.

12. **CENTER** shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. **CENTER** shall provide this coverage on a primary basis.

13. **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." **CENTER** shall provide the Additional Insured endorsements coverage on a primary basis.

14. **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 **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 **CENTER** enter into such an agreement on a pre-loss basis.

15. Prior to execution of this Agreement by the County, **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 Engineering and Public Works Department, 2300 North Jog Road, West Palm Beach, FL 33411. Attention: Special Projects Coordinator.

16. **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. 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).

18. This Agreement may be terminated for convenience by either party, with or without cause, upon ten (10) days written notice to the other party. In the event a party has failed to perform, observe, or has breached any provision of the Agreement the other may terminate this Agreement immediately upon written notice to the other party. If prior to the commencement of the improvements and incurring any cost, **CENTER** determines that the cost of said improvements will exceed **COUNTY'S** reimbursement, **CENTER** shall have the right to forgo the **REPAIRS** and may terminate this Agreement without prejudice, upon proper written notice to **COUNTY** as provided for herein.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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

Achievement Centers for Children &
Families Foundation, Inc.
Stephanie Seibel, Executive Director
555 NW 4TH Street
Delray Beach, Florida 33444
Phone: 561-266-003 Fax: 561-266-0013

25. 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.

26. 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.

27. 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.

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

29. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the **CENTER** and that the extent of

COUNTY'S liability pursuant to this Agreement shall be limited solely to the aforementioned payment obligation.

Further, the **COUNTY** shall have no obligations to any other entity, contractor, or person who is in anyway associated with or might benefit from the terms of this Agreement. Nothing contained herein shall be construed as a waiver by the **COUNTY** of the liability limits established in Section 768.28, Florida Statutes.

30. 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.

31. 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.

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

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

34. 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 September 30, 2010 whichever occurs first.

REMAINDER OF PAGE LEFT BLANK

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

ACHIEVEMENT CENTERS FOR
CHILDREN & FAMILIES FOUNDATION

By: 
Executive Director

ATTEST:

By: 
Witness

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Attorney

Date: _____

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

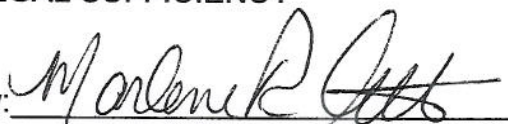
By: _____
Addie L. Greene, Chairperson

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

Date: 9/19/08

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 6/9/08

**REIMBURSEMENT AGREEMENT WITH
ACHIEVEMENT CENTERS FOR CHILDREN & FAMILIES FOUNDATION, INC.
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8. The project shall be completed and all final invoices submitted to the **COUNTY** no later than September 30, 2009, 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.

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11. **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. **CENTER** shall provide this coverage on a primary basis.

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13. **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." **CENTER** shall provide the Additional Insured endorsements coverage on a primary basis.

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16. **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. 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).

18. This Agreement may be terminated for convenience by either party, with or without cause, upon ten (10) days written notice to the other party. In the event a party has failed to perform, observe, or has breached any provision of the Agreement the other may terminate this Agreement immediately upon written notice to the other party. If prior to the commencement of the improvements and incurring any cost, **CENTER** determines that the cost of said improvements will exceed **COUNTY'S** reimbursement, **CENTER** shall have the right to forgo the REPAIRS and may terminate this Agreement without prejudice, upon proper written notice to **COUNTY** as provided for herein.

19. 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.

20. 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.

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

22. 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.

23. 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.

24. 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

Achievement Centers for Children &
Families Foundation, Inc.
Stephanie Seibel, Executive Director
555 NW 4TH Street
Delray Beach, Florida 33444
Phone: 561-266-003 Fax: 561-266-0013

25. 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.

26. 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.

27. 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.

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

29. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the **CENTER** and that the extent of

COUNTY'S liability pursuant to this Agreement shall be limited solely to the aforementioned payment obligation.

Further, the **COUNTY** shall have no obligations to any other entity, contractor, or person who is in anyway associated with or might benefit from the terms of this Agreement. Nothing contained herein shall be construed as a waiver by the **COUNTY** of the liability limits established in Section 768.28, Florida Statutes.

30. 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.

31. 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.

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

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

34. 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 September 30, 2010 whichever occurs first.

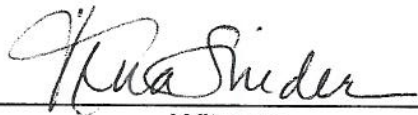
REMAINDER OF PAGE LEFT BLANK

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

ACHIEVEMENT CENTERS FOR
CHILDREN & FAMILIES FOUNDATION

By: 
Executive Director

ATTEST:

By: 
Witness

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Attorney

Date: _____

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

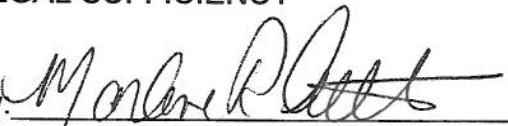
By: _____
Addie L. Greene, Chairperson

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Assistant County Attorney

Date: 9/19/08

APPROVED AS TO TERMS
AND CONDITIONS

By: 

Date: 6/9/08

**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

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

BGEX 060208-2813

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
<u>ORANGE BLVD PH 1/140TH AVE TO 130TH AVE N</u>								
3500-364-M117-6551	Road & Street Improvements	0	600,000	19,400	0	619,400	0	619,400
<u>RESERVE FOR DISTRICT 4</u>								
3500-368-9114-9907	Res-Future Construction	2,023,953	1,780,852	<u>0</u>	<u>19,400</u>	1,761,452		
				19,400	19,400			

SIGNATURE

DATE

 By Board of County Commissioners
 At Meeting of 09/23/08

Engineering & Public Works

*Andy*8/27/08

Administration / Budget Approval

*akrellhite*9-18-08

OFMB Department – Posted

 Deputy Clerk to the
 Board of County Commissioners

A handwritten signature in a circle with the date 9/17 below it.

 SN
 9/17/08

2008

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

BGEX 060208-2814

FUND Capital Outlay

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 06/02/08	REMAINING BALANCE
<u>BUS REP-ACHIEVEMENT CTRS FOR CHILD & FAM</u>								
3900-368-1285-8201	Contributions Non Gov Agncs	0	0	19,400	0	19,400	0	19,400
<u>ORANGE BLVD PH I/140TH AVE TO 130TH AVE N</u>								
3900-364-M117-6551	Road & Street Improvements	1,029,435	429,435	<u>0</u>	<u>19,400</u>	410,035		
				19,400	19,400			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 09/23/08

Engineering & Public Works

Administration / Budget Approval

OFMB Department – Posted

8/27/089.18.08SN
9/17/08Deputy Clerk to the
Board of County Commissioners

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/16/2008
PRODUCER (561) 734-8445 FAX (561) 734-7558 Burkey Risk Services, Inc. 2240 Woolbright Rd., Suite 201 Boynton Beach, FL 33426-6363 Maria Molina		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 Community Child Care Center of Delray Beach, Inc. Achievement Centers for Children & Families 555 N. W. 4th Street Delray Beach, FL 33444-2734		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Ins. Co		
INSURER B: Everest National Ins. Co.		
INSURER C: Hartford 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	PHPK268476	10/11/2007	10/11/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ex occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liab				PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	PROF LIAB: \$1,000,000/3,000,000			PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY	PHPK268476	10/11/2007	10/11/2008	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2700009327071	10/11/2007	10/11/2008	WC STATUTORY LIMITS OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$ 100,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER	218R275677	10/11/2007	10/11/2008	\$2,000/\$10,000/\$20,000/\$1,000
	Student Accident	218R281077	10/11/2007	10/11/2008	\$2,000/\$10,000/\$10,000/\$250

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

Community Child Care Center of Delray Beach, Inc. and Community Child Care Center at the Beacon Center

Community Child Care Center of Delray Beach Foundation. Locs: 555 NW 4th St, Delray Beach, FL 400 SW 12 Ave, Delray Beach, FL; Worker's Compensation - 30 days notice of cancellation

Additional Insured: Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents.

CERTIFICATE HOLDER	CANCELLATION
Engineering & Public Works Department Tanya N. McConnell, P. E. Deputy Cnty Engineer P O Box 21229 W 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 <u>10</u> 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 Dennis McNamara, CIC/MVM

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.