

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$30,000	-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	\$30,000	-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 2
Cabana Colony/Local Drainage

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

C. Departmental Fiscal Review: _____ *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 12-22-08
OFMB *[Stamp]* SN 12/22 CP 12/22/08
[Signature] 12/22/08 Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

[Signature] 12/23/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

Gary Gregory

From: Andrew Hertel
Sent: Tuesday, December 02, 2008 12:26 PM
To: Gary Gregory
Subject: FW: Keep Palm Beach County Beautiful (KPBCB)

From: Kim Ciklin
Sent: Tuesday, December 02, 2008 11:45 AM
To: Andrew Hertel; Robert Ward; Owen Miley
Subject: Keep Palm Beach County Beautiful (KPBCB)

This will serve as Commissioner Koons' authorization to prepare a budget transfer from District 2 Transportation Improvement Funds in the amount of \$30,000 for the reimbursement of administration costs incurred by KPBCB for FY 2009. This represents the third installment of a four-year agreement with KPBCB.

Thank you.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
12/09/08

PRODUCER Kornreich/NIA 1601 Belvedere Road Suite 300, East Tower West Palm Beach, FL 33406	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Keep Palm Beach County Beautiful Inc. 1920 Palm Beach Lakes Blvd - Suite 210 West Palm Beach, FL 33409	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Co</td> <td>18058</td> </tr> <tr> <td>INSURER B: Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Co	18058	INSURER B: Philadelphia Insurance Company	23850	INSURER C:		INSURER D:		INSURER E:	
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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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PHPK353457	12/13/08	12/13/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATU-TORY LIMITS</td> <td style="width: 40%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU-TORY LIMITS	OTH-ER													
E.L. EACH ACCIDENT	\$													
E.L. DISEASE - EA EMPLOYEE	\$													
E.L. DISEASE - POLICY LIMIT	\$													
B		OTHER D&O	PHSD320374	05/01/08	05/01/09	\$1,000,000/\$1,000 Ded								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate Holder is included as Additional Insured as required by written contract, agreement or permit limited to the General Liability coverage.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Att: Risk Management 180 Australian Avenue West Palm Beach, FL 33408	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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
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ATTACHMENT #2

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

BGEX 120108-641

FUND Capital Outlay

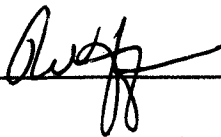
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/01/08	REMAINING BALANCE
<u>KEEP PBC BEAUTIFUL - DIST 2</u>								
3900-364-M107-8201	Contributions-Non-Govtl Agency	0	0	30,000	0	30,000	0	30,000
<u>CABANA COLONY/LOCAL DRAINAGE</u>								
3900-364-M051-6506	IOTB-Infrastructure	369,159	365,879	<u>0</u>	<u>30,000</u>	335,879	1,305	334,574
				30,000	30,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 01/13/09

Engineering & Public Works

_____  _____

_____ 12/1/08 _____

Administration / Budget Approval

OFMB Department - Posted

Deputy Clerk to the
Board of County Commissioners

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

BGEX 120108-638

FUND Transportation Improvement

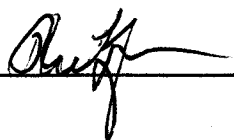
ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/01/08	REMAINING BALANCE
<u>CABANA COLONY/LOCAL DRAINAGE</u>								
3500-364-M051-6506	IOTB-Infrastructure	404,766	400,646	30,000	0	430,646	0	430,646
<u>RESERVE FOR DISTRICT 2</u>								
3500-368-9112-9907	Res-Future Construction	128,725	125,445	<u>0</u>	<u>30,000</u>	95,445		
				30,000	30,000			

SIGNATURE

DATE

By Board of County Commissioners
At Meeting of 01/13/09

Engineering & Public Works

_____  _____

_____ 12/1/08 _____

Administration / Budget Approval

OFMB Department – Posted

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT #4

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

FEB 06 2007

THIS AGREEMENT is made and entered into this _____ day of _____, 200___, by and between KEEP PALM BEACH COUNTY BEAUTIFUL, INC., a not-for-profit corporation of the State of Florida, hereinafter "KPBCB", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, KPBCB promotes, facilitates, and reviews beautification grants, as well as promoting various organized clean up programs, hereinafter "PROGRAMS"; and

WHEREAS, COUNTY believes that these efforts by KPBCB serve a public purpose by enhancing the beautification of thoroughfare roadways, as well as other public areas, and wishes to support KPBCB's efforts to do so by providing reimbursement funding for documented costs for such activities, in an amount not to exceed an annual amount of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00), for four consecutive years for a maximum total amount of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00); and

WHEREAS, this proposed recurring annual funding will be subject to budget.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and are incorporated herein.
2. COUNTY agrees to provide to KPBCB annual reimbursement funding in an amount not to exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) per year for four years, for a maximum total amount of ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00) for KPBCB's costs related to PROGRAMS. This funding shall be subject to budget.
3. COUNTY agrees to reimburse KPBCB up to the amount established in paragraph 2 for costs associated with the promotion, facilitation, and review of PROGRAMS, upon KPBCB's submission of acceptable documentation needed to substantiate such costs for the PROGRAMS. COUNTY will use its best efforts to

1 provide said funds to KPBCB on a reimbursement basis within forty-five (45) days of
2 receipt of all information required in Paragraph 5, below.

3 4. COUNTY's obligation is limited to its payment obligation as set forth in
4 Paragraph 2, and COUNTY shall have no obligation to any other person or entity.

5 5. KPBCB shall furnish the Manager, Streetscape Section, of COUNTY's
6 Department of Engineering and Public Works with a request for payment supported
7 by paid invoices, checks, payroll records, or such other documentation which is
8 acceptable in form and detail to the COUNTY to provide for verification that the
9 services and/or materials have been performed and/or received by KPBCB.

10 6. KPBCB shall maintain adequate records to justify all charges,
11 expenses, and costs pertaining to PROGRAMS for at least three (3) years after
12 COUNTY's final reimbursement. COUNTY shall have access to all books, records
13 and documents as required in this Section for the purpose of inspection or audit
14 during normal business hours.

15 7. All invoices for each year from KPBCB shall be submitted to COUNTY
16 no later than September 30 of each year, and COUNTY shall have no obligation to
17 KPBCB or any other entity or person for any cost incurred thereafter unless the time
18 for completion is extended by modification of this Agreement as provided herein.

19 8. KPBCB recognizes that it is an independent contractor, and not an
20 agent or servant of COUNTY or its Board of County Commissioners. In the event a
21 claim or lawsuit is brought against COUNTY, its officers, employees, servants or
22 agents, relating to any item which is the responsibility of KPBCB, KPBCB hereby
23 agrees to indemnify, save and hold harmless COUNTY, its officers, employees,
24 servants or agents, and to defend said persons from any such claims, liabilities,
25 causes of action and judgments of any type whatsoever arising out of or relating to
26 the performance by KPBCB as may relate to this Agreement. KPBCB agrees to pay
27 all costs, attorney's fees and expenses incurred by COUNTY, its officers, employees,
28 servants or agents in connection with such claims, liabilities or suits except as may
29 be incurred due to the negligence of COUNTY.

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

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

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

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

18 18. KPBCB shall promptly notify COUNTY of any lawsuit-related complaint,
19 or cause of action threatened or commenced against it which arises out of or
20 relates, in any manner, to the performance of this Agreement.

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

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

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

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

23. This Agreement shall take affect upon execution and the effective date shall be the date of execution.

INTENTIONALLY LEFT BLANK

1 IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective
2 on the date first above written.
3

4 KEEP PALM BEACH COUNTY BEAUTIFUL, INC.

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6
7 (KPBCB SEAL)

KEEP PALM BEACH COUNTY
BEAUTIFUL, INC.

8
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10 BY ITS BOARD OF DIRECTORS

11
12 ATTEST:

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16
17 By: [Signature]
18 KPBCB SECRETARY

19
20
21 By: [Signature]
22 PRESIDENT

23 ATTEST:

R2007 0117

24 SHARON R. BOCK, CLERK &
COMPTROLLER

FEB 06 2007

25 By: [Signature]
26 DEPUTY CLERK



27 By: [Signature]
28 ADDIE L. GREEN, CHAIRPERSON

29 APPROVED AS TO FORM AND LEGAL SUFFICIENCY

30 By: [Signature]
31 ASSISTANT COUNTY ATTORNEY

32 APPROVED AS TO TERMS AND CONDITIONS

33 BY: [Signature]
34