



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2010	2011	2012	2013	2014
Grant Expenditures	<u>\$150,000</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>\$150,000</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 7  
Riviera Beach Brooks Subdivision - Dist 7

C. Departmental Fiscal Review: atwillwhite

## III. REVIEW COMMENTS

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

Jim Dill 12-22-09  
OFMB

Dr. J. Hawley 1/7/10  
Contract Dev. and Control

### B. Approved as to Form and Legal Sufficiency:

Marion R. Pitt 1/8/10  
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.

BROOKS SUBDIVISION

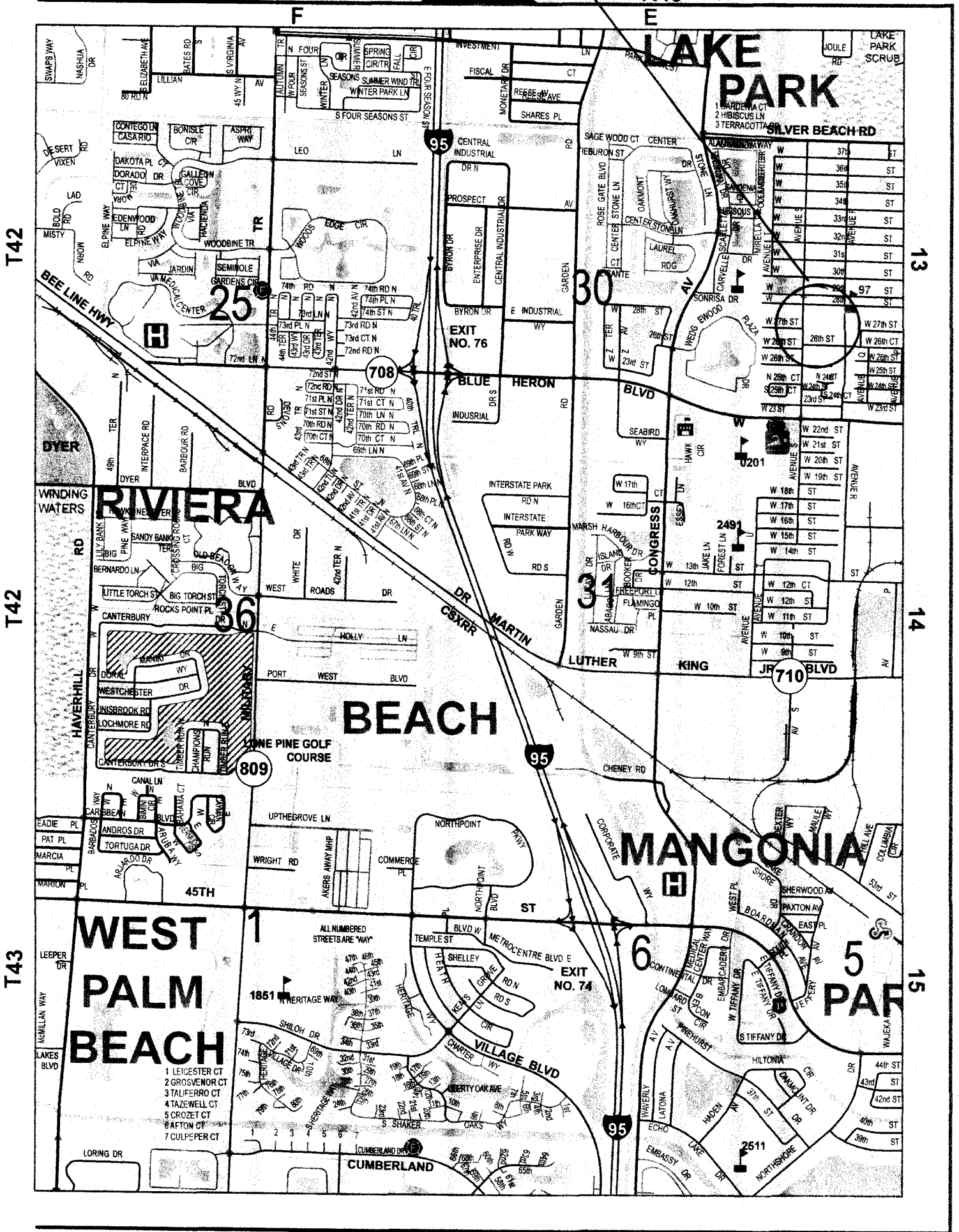
26<sup>TH</sup> STREET - S AVENUE & AVENUE

R42

See pg 34

R43

46

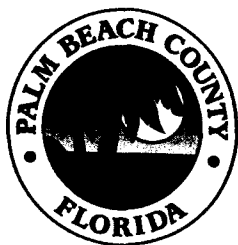


F

See pg 58

E

46



APR 01 2009

**ADDIE L. GREENE**

Commissioner, District VII



Palm Beach County  
Board of County Commissioners  
Governmental Center, 12<sup>th</sup> Floor  
301 North Olive Avenue  
West Palm Beach, Florida 33401  
(561) 355-2207  
Fax: (561) 355-6332

South Office:  
Southeast County Complex  
345 Congress Avenue  
Delray Beach, Florida 33445  
(561) 276-1350  
Fax: (561) 276-1365

agreene@co.palm-beach.fl.us

"An Equal Opportunity  
Affirmative Action Employer"

March 29, 2009

Northwest Riviera Beach Community Redevelopment Corp.  
Attention: Mr. Schiller Ambroise  
P.O. Box 10566  
Riviera Beach, FL 33419

Dear Mr. Ambroise:

We are in receipt of your correspondence requesting funding from our District Improvement Program to cover the cost of site development in the "Brooks Subdivision", in the City of Riviera Beach.

Please allow this correspondence to serve as confirmation that I will fund this project in the amount of, but not to exceed, \$150,000.

Your information/backup to this request will be forwarded to Mr. Owen Miley, Special Projects Coordinator, Palm Beach County Engineering Department. Mr. Miley will assist you with obtaining funding.

Sincerely,

*Addie L. Greene*

Addie L. Greene  
Board of County Commissioners  
District VII

Pc: George Webb, Director, Palm Beach County Engineering Department  
Owen Miley, Special Projects Coordinator, Palm Beach County  
Engineering Department  
Files



printed on recycled paper

**REIMBURSEMENT AGREEMENT  
NORTHWEST RIVIERA BEACH  
COMMUNITY REDEVELOPMENT CORPORATION  
AND THE CITY OF RIVIERA BEACH for  
THE BROOKS SUBDIVISION**

**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**", **CITY OF RIVIERA BEACH** a Municipal corporation of the State of Florida hereinafter referred to as "**CITY**" and **NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION**, a non-profit corporation, Federal I.D. number 65-0352491 hereinafter referred to as "**CRC**".

**WITNESSETH:**

**WHEREAS**, the **CRC** is developing 22 single family houses in a planned development that will be constructed on 26<sup>th</sup> Street bordered by S Avenue and R Avenue in Riviera Beach and hereinafter referred to as **BROOKS SUBDIVISION**; and

**WHEREAS**, **BROOKS SUBDIVISION** will be developed for low to moderate income families who wish to pursue homeownership; and

**WHEREAS**, the **CRC** will be reconstructing curb and gutters, adding landscaping, irrigation, drainage and sidewalks along the boundaries of **BROOKS SUBDIVISION** on **CITY** owned S Avenue, R Avenue, and 26<sup>th</sup> Street hereinafter referred to as **IMPROVEMENTS**; and

**WHEREAS**, the **CITY** has ownership of S Avenue, R Avenue, and 26<sup>th</sup> Street and the **CITY** agrees to the reconstruction as stated above and as it relates to the approved plans for **BROOKS SUBDIVISION**; and

**WHEREAS**, the **Board of County Commissioners** believes the **IMPROVEMENTS** serve a public purpose and supports the **IMPROVEMENTS** by providing reimbursement funding for the documented costs in an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**; and

**WHEREAS**, the **CITY** shall be ~~the~~ responsible for all subsequent maintenance of **IMPROVEMENTS** completed on S Avenue, R Avenue, and 26th Street.

**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 **CRC** reimbursement funding for documented costs associated with the **IMPROVEMENTS** in an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**.
3. The **COUNTY** agrees to reimburse the **CRC** the amount established in paragraph 2 for costs associated with the **IMPROVEMENTS**, upon the **CRC's** submission of acceptable documentation needed to substantiate its cost for the **IMPROVEMENTS**. The **COUNTY** will use its best efforts to provide said funds to the **CRC** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 7, below.
4. The **COUNTY** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.
5. The **CRC** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **IMPROVEMENTS**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental codes and permitting requirements (including, but not limited to the **STATE** and **COUNTY**) in the selection and installation of the **IMPROVEMENTS**. The **CRC** also agrees to assume financial responsibility for the completion of any portions of the **IMPROVEMENTS** that are not fully funded by the amount set forth in Paragraph 2, above and agrees to expend its own funds prior to requesting reimbursement from the **COUNTY**. The **COUNTY** will have the final determination of the eligibility for reimbursement of any funds. The final plans for the **IMPROVEMENTS** must be signed and sealed by a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate.
6. If prior to the commencement of the **IMPROVEMENTS**, the **CRC** determines that that there is insufficient funding to complete **BROOKS SUBDIVISION**, the **CRC** shall not construct the **IMPROVEMENTS** and this **AGREEMENT** shall terminate without prejudice, upon proper written notice to **COUNTY** as provided for herein.
7. The **CRC** will obtain or provide all labor and materials necessary for the design and installation of the **IMPROVEMENTS**. The **COUNTY** shall have the final determination of eligibility for reimbursement. The **CRC** shall furnish to the **OFFICE OF THE COUNTY ENGINEER** representative a request for payment supported by the following:

A) A statement from a Florida Registered Engineer or a Florida Registered Landscape Architect as appropriate that the **IMPROVEMENTS** have been inspected and were installed substantially in accordance with the permitted plans for the **IMPROVEMENTS**, and;

B) 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 **CRC**. Said information shall list each invoice payable by the **CRC** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **CRC** shall attach a copy of each vendor invoice paid by the **CRC** 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 **CRC** Financial Officer, or authorized representative, shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **CRC** as indicated.

8. 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 **CRC** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

9. The **CITY** agrees to be responsible for the subsequent maintenance of the **IMPROVEMENTS** following the installation and approval by the **CITY** of the **IMPROVEMENTS**. The **CRC** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY**, or municipal agency if any are required for the **IMPROVEMENTS**.

10. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to the **COUNTY** no later than September 1, 2011 and the **COUNTY** shall have no obligation to the **CRC** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

11. **CRC** recognizes that it is an independent contractor, 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 the **IMPROVEMENTS** or any item which is the responsibility of , **CRC** hereby agrees to indemnify, save and hold harmless **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 **CRC** as may relate to this Agreement. **CRC** agrees to pay all costs, attorney's fees and expenses incurred by **COUNTY**, its officers, employees, servants or agents in connection with such claims, liabilities or suits except as may be incurred due to the negligence of county.

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

**Commercial General Liability.** **CRC** 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. **CRC** shall provide this coverage on a primary basis.

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

**Additional Insured.** **CRC** shall endorse the County as an Additional Insured with 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". **CRC** shall provide the Additional insured endorsements coverage on a primary basis.

**Waiver of Subrogation.** **CRC** 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 endorsement, then **CRC** 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 **CRC** enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance.** Prior to execution of this Agreement by the County, **CRC** 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 thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. Certificate holder's address shall read Palm Beach County, c/o Department of Engineering and Public Works, 2300 North Jog Road, 3E-13, West Palm Beach, Florida 33411, Attention: Special Projects Coordinator.

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

13. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CRC** 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).

14. The **CRC** shall require each contractor engaged by the **CRC** for work associated with this Agreement to maintain:

- a. Workers' Compensation coverage in accordance with Florida Statutes, and;
- b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured, and;
- c. A payment and performance bond for the total amount of the **IMPROVEMENTS** in accordance with Florida Statute 255.05.

15. In the event of termination, the **CRC** 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 **CRC**; and the **COUNTY** may withhold any payment to the **CRC** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

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

17. The **COUNTY** and **CRC** agree that no person shall, on the grounds of race, color, national origin, sexual orientation, gender identity and expressions religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.

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 paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department  
Tanya N. McConnell, P.E.  
Deputy County Engineer  
2300 North Jog Road Ste. 3E-13  
West Palm Beach, Florida 33411

AS TO THE CRC

Northwest Riviera Beach Community Redevelopment Corp.  
Dennis Martin, Director of Operations  
2001 Broadway Suite 510  
Riviera Beach, Florida 33404  
Phone 561-845-1147

20. This Agreement shall be construed and governed by the laws of the State of Florida. 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.

21. 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.
22. 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.
23. Each party agrees to abide by all laws, orders, rules and regulations and the **CRC** will comply with all applicable governmental codes during the **IMPROVEMENTS**.
24. 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 **COUNTY** or **CITY**, of the liability limits established in Section 768.28, Florida Statutes.
25. Each party shall promptly notify the other of any lawsuit-related 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.
26. 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.
27. 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.
28. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, written or oral, relating to this Agreement.
29. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
30. This Agreement shall take effect upon execution and the effective date shall be the date of execution.

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

NORTHWEST RIVIERA BEACH  
COMMUNITY REDEVELOPMENT  
CORPORATION

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

By: William D. Burr  
President

By: \_\_\_\_\_  
BURT AARONSON, CHAIR

ATTEST: Schiller Ambrose  
E. D.

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

By: Schiller Ambrose  
Witness

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: W. M. Lloyd  
Attorney

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

Date: 10/12/09

Date: \_\_\_\_\_

CITY OF RIVIERA BEACH

APPROVED AS TO TERMS AND  
CONDITIONS

By: Thomas A. Masters  
Mayor Thomas A. Masters

By: William A. McConnell

Date: \_\_\_\_\_

Date: 11/25/09

By: Pamela H. Ry  
City Attorney

Date: 10/21/09

By: Carrie E. Ward, MMC  
City Clerk

Date: 10/21/2009

**NAUTILUS INSURANCE COMPANY**  
**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

POLICY NUMBER: NC925130

☐ Extension of Declarations is attached.

Effective Date: August 07, 2009

12:01 A.M. Standard Time

**LIMITS OF INSURANCE**☐ If box is checked, refer to form S132 for Limits of Insurance.

General Aggregate Limit (Other Than Products/Completed Operations)	\$ 2,000,000.00	
Products/Completed Operations Aggregate Limit	\$ Excluded	
Personal and Advertising Injury Limit	\$ Excluded	Any One Person or Organization
Each Occurrence Limit	\$ 1,000,000.00	
Damage To Premises Rented To You Limit	\$ 50,000.00	Any One Premises
Medical Expense Limit	\$ 1,000.00	Any One Person

**RETROACTIVE DATE (CG 00-02 ONLY)**This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: **NONE** (Enter Date or "NONE" if no Retroactive Date applies)**BUSINESS DESCRIPTION AND LOCATION OF PREMISES**

BUSINESS DESCRIPTION: Office/Vacant Land

LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: ☐ Location address is same as mailing address.  
1. 2001 Broadway, Riviera Beach, FL 33404

2.

Additional locations (if any) will be shown on form S170.

LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE #	CLASSIFICATION	PREMIUM BASIS	RATE		PREMIUM
			PR/CO	All Other	
61226	Buildings or Premises - office - Other than Not-For-Profit	A) 1.770	Excluded	300.0000	Excluded 547.00
49452	Vacant Land	T) 6	Excluded	150.0000	Excluded 900.00
	Additional Insured - Fully Earned	T) 1	Included	150.0000	Included 150.00
	Hired & Non-Owned Auto Liability - Per Form L270	T) 1	Included	500.0000	Included 500.00MP

\* **PREMIUM BASIS SYMBOLS**    + = Products/Completed Operations are subject to the General Aggregate Limit.  
a = Area (per 1,000 sq. ft. of area)    o = Total Operating Expenses    s = Gross Sales (per \$1,000 of Gross Sales)  
c = Total Cost (per \$1,000 of Total Cost)    (per \$1,000 Total Operating Expenditures)    t = See Classification  
m = Admissions (per 1,000 Admissions)    p = Payroll (per \$1,000 of payroll)    u = Units (per unit)  
Minimum and Deposit

**FORMS AND ENDORSEMENTS** (other than applicable Forms and Endorsements shown elsewhere in the policy) **\$ 2,097.00**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

Refer to S902GL (01/03) Schedule of Forms and Endorsements - General Liability

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.  
Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright ISO Properties, Inc., 2000

SCHEDULE OF ENDORSEMENTS GENERAL LIABILITY	
Named Insured	NORTHWEST RIVIERA BEACH REDEVELOPMENT CORP.
Policy Number	NC925130
<p>S150 (10/04) Commercial General Liability Coverage Part Declarations            CG0001 (12/04) Commercial General Liability Coverage Form            L205 (02/08) Exclusion - Injury To Employees, Contractors, Volunteers And Workers            L213 (06/06) Exclusion - Certain Computer-Related Losses            L801 (06/07) Amendment Of Conditions - Premium Audit            L850 (06/07) Deductible Liability Insurance (Including Allocated Loss Adjustment Expense)            L216 (06/07) Amendment Of Definitions - Insured Contract Limited Form            L217 (06/07) Exclusion Punitive Or Exemplary Damages            L223 (06/07) Exclusion - Total Pollution            L241 (06/07) Exclusion - Microorganisms, Biological Organisms, Bioaerosols Or Organic Contaminants            S261 (08/03) Asbestos Exclusion            CG0067 (03/05) Exclusion - Violation Of Statutes That Govern E-mails, Fax, Phone Calls Or Other Methods Of Sending Material Or Information            CG2147 (07/98) Employment - Related Practices Exclusion            CG2196 (03/05) Silica Or Silica-Related Dust Exclusion            IL0021 (07/02) Nuclear Energy Liability Exclusion Endorsement (Broad Form)            CG2173 (01/08) Exclusion Of Certified Acts Of Terrorism            L228 (06/06) Exclusion - Communicable Disease            L238 (06/07) Exclusion - Toxic Metals            L266 (06/07) Conditional Exclusions - Wrecking, Dismantling Or Salvage Operations            S009 (02/95) Exclusion - Total Liquor Liability            S033 (04/99) Exclusion - Cross Suits            L219 (06/07) Exclusion - Professional Services - Contractors, Engineers, Architects, Surveyors And Construction Management            L236 (06/07) Total Exclusion - Subsidence Or Movement Of Soil, Land, Bedrock Or Earth            S222 (05/04) Exclusion - Intellectual Property Rights            S239 (12/02) Exclusion - Electromagnetic Radiation            L293 (06/07) Exclusion - All Construction Operations            L295 (06/07) Exclusion - Residential Construction Operations            L291 (06/07) Exclusion - Designated Construction Operations            CG2104 (11/85) Exclusion - Products/Completed Operations            CG2116 (07/98) Exclusion - Designated Professional Services            CG2136 (03/05) Exclusion - New Entities            CG2138 (11/85) Exclusion - Personal and Advertising Injury            CG2153 (01/98) Exclusion - Designated Ongoing Operations            CG2234 (07/98) Exclusion - Construction Management Errors and Omissions</p>	

S902GL (01/03)

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

CG 20 24 11 85

**ADDITIONAL INSURED—OWNERS OR OTHER INTERESTS  
FROM WHOM LAND HAS BEEN LEASED**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Designation of Premises (Part Leased to You):**

See S150

**Name of Person or Organization:**

Risk Management Dept., Palm Beach County  
100 Australian Ave., Ste 200  
West Palm Beach, FL 33467

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

NAUTILUS INSURANCE COMPANY

POLICY NUMBER: NC822530

ENDORSEMENT # 3

Named Insured: NORTHWEST RIVERIA BEACH REDEVELOPMENT CORP.

Agency # 0909 -

Endorsement Effective Date: 7/9/2009

GENERAL CHANGE ENDORSEMENT

In consideration of no change in premium, it is hereby understood and agreed that Additional Insured, Palm Beach County Board of County Commissioners, is Amended to read as per the attached revised form CG2024 (11/85):

Risk Management Dept.  
Palm Beach County  
100 Australian Ave., Ste 200  
West Palm Beach, FL 33467

ATTENTION PRODUCER/INSURED:  
PLEASE EXAMINE THIS DOCUMENT CAREFULLY. IF ANY OF THE TERMS AND CONDITIONS VARY FROM THOSE THAT YOU REQUESTED, NOTIFY HULL & COMPANY IMMEDIATELY IN WRITING.

Tax & Fee Schedule

PREMIUM: ☒ None ☐ AP ☐ RP \$

Total Taxes & Fees \$

All other Terms and Conditions of the Policy remain unchanged.

TOTAL PREMIUM DUES \$ 0

 8/10/2009 FS/cvc  
Countersignature or Authorized Representative, whichever is applicable  
Surplus Lines Agent # A220644

This insurance is issued pursuant to the Florida surplus lines law. Persons insured by surplus lines carriers do not have the protection of the Florida insurance guaranty act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer.

S901 (01/97)



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

Exhibit A

\_\_\_\_\_  
**(PROJECT)**

**Grantee** \_\_\_\_\_ **Request Date** \_\_\_\_\_

**Billing #** \_\_\_\_\_ **Billing Period** \_\_\_\_\_

**PROJECT PAYMENT SUMMARY**

<b>Item</b>	<b>Project Costs this Billing</b>	<b>Cumulative Project Costs</b>	<b>Total Project Costs</b>
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Material, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
<b>TOTAL PROJECT COSTS</b>	=====	=====	=====

**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**

<b>County Funding Participation</b>	<b>\$</b> _____
<b>Total Project Costs</b>	<b>\$</b> _____
<b>Total Project Costs to Date</b>	<b>\$</b> _____
<b>County Obligation to Date</b>	<b>\$</b> _____
<b>County Retainage (___%)</b>	<b>(\$</b> _____)
<b>County Funds Previously Disbursed</b>	<b>(\$</b> _____)
<b>County Funds Due this Billing</b>	<b>\$</b> _____

**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

2010 \_\_\_\_\_

Page 1 of 1

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET Transfer

BGEX 110909-337

FUND Transportation Improvement

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/09/09	REMAINING BALANCE
<b><u>RIVIERA BCH BROOKS SUBDIVISION – DIST 7</u></b>								
3500-368-1324-8201	Contributions-Non-Govtl Agency	0	0	150,000	0	150,000	0	150,000
<b><u>RESERVE FOR DISTRICT 7</u></b>								
3500-368-9117-9907	Res-Future Construction	349,253	211,895	<u>0</u>	<u>150,000</u>	61,895		
				150,000	150,000			

SIGNATURE

DATE

By Board of County Commissioners  
At Meeting of 01/12/10

Engineering &amp; Public Works

Atwill White11/17/09

Administration / Budget Approval

\_\_\_\_\_

\_\_\_\_\_

OFMB Department – Posted

\_\_\_\_\_

\_\_\_\_\_

Deputy Clerk to the  
Board of County Commissioners