

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Grant Expenditures	<u>\$25,000</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>\$25,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Acct No.: Fund 3500 Dept. 361 Unit 1168 Object 8201.
Program

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

Transportation Improvement Fund
Ocean Parks Jupiter Condo Assoc-A1A Streetscape KPBCB

FY 2005 KPBCB Grant \$25,000.00

C. Departmental Fiscal Review: Ray Ward 6/2/06

III. REVIEW COMMENTS

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

John Dink 6-29-06
OFMB
ATW 6-29-06
6-29-06
6-29-06
John J. Stewart 7/5/06
Contract Dev. and Control
7/5/06

B. Approved as to Form and Legal Sufficiency:

Paul F. J. 7/6/06
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.

1 **IMPROVEMENTS. ASSOCIATION** agrees to install the **IMPROVEMENTS** substantially in
2 accordance with the plans, specifications and costs as approved by **COUNTY**.

3 **ASSOCIATION** also agrees to assume financial responsibility for the completion of
4 any portions of the **IMPROVEMENTS** that are not fully- funded by the amount set forth in
5 Paragraph 2, above. Otherwise, **COUNTY** will have the final determination of the eligibility
6 for reimbursement of any changes. Substantial variations from the approved plans shall
7 require prior written approval from **COUNTY** Engineer's Office. The final drawings must be
8 signed and sealed by a Florida Registered Landscape Architect.

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

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

17 b. A Contract Payment Request Form and a Contractual Services
18 Purchases Schedule Form, attached hereto and incorporated herein as
19 Exhibit "A" (pages 1 and 2) which are required for each and every
20 reimbursement requested by **ASSOCIATION**. Said information shall list each
21 invoice paid by **ASSOCIATION** and shall include the vendor invoice number,
22 invoice date, and the amount paid by **ASSOCIATION**. **ASSOCIATION** shall
23 attach a copy of each vendor invoice paid by **ASSOCIATION** along with a
24 copy of the respective check and shall make reference thereof to the
25 applicable item listed on the Contractual Services Purchases Schedule
26 Form. Further, the Program Administrator and the President of
27 **ASSOCIATION**, or his designee shall also certify that each vendor invoice
28 listed on the Contractual Services Purchases Schedule Form was paid by
29 **ASSOCIATION** as indicated.

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

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

1 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices
2 submitted to **COUNTY** no later than March 31, 2007, and **COUNTY** shall have no
3 obligation to **ASSOCIATION** or any other entity or person for any cost incurred thereafter
4 unless the time for completion is extended by modification of this Agreement as provided
5 herein.

6 10. **ASSOCIATION** recognizes that it is an independent contractor, and not an
7 agent or servant of **COUNTY** or its Board of County Commissioners. In the event a claim or
8 lawsuit is brought against **COUNTY**, its officers, employees, servants or agents, relating to
9 the **IMPROVEMENTS** or any item which is the responsibility of **ASSOCIATION**,
10 **ASSOCIATION** hereby agrees to indemnify, save and hold harmless **COUNTY**, its
11 officers, employees, servants or agents, and to defend said persons from any such claims,
12 liabilities, causes of action and judgments of any type whatsoever arising out of or relating
13 to the existence of the **IMPROVEMENTS** or the performance by **ASSOCIATION** as may
14 relate to this Agreement. **ASSOCIATION** agrees to pay all costs, attorney's fees and
15 expenses incurred by **COUNTY**, its officers, employees, servants or agents in connection
16 with such claims, liabilities or suits except as may be incurred due to the negligence of
17 **COUNTY**.

18 11. **ASSOCIATION** shall, at all times during the term of this Agreement (the
19 installation and existence of the **IMPROVEMENTS**), maintain in force its status as an
20 insured corporation, and shall provide evidence of this insurance prior to **COUNTY**'s
21 execution of this Agreement.

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

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

30 a. Workers' Compensation coverage in accordance with Florida Statutes,
31 and;

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

36 14. In the event of termination, **ASSOCIATION** shall not be relieved of liability to
37 **COUNTY** for damages sustained by **COUNTY** by virtue of any breach of the contract by
38 **ASSOCIATION**; and **COUNTY** may withhold any payment to **ASSOCIATION** for the

1 purpose of set-off until such time as the exact amount of damages due **COUNTY** is
2 determined.

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

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

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

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

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

17 **AS TO COUNTY**

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

23 **AS TO ASSOCIATION**

24 Property Manager
25 Ocean Parks Jupiter Condominium Association, Inc.
26 300 North A1A
27 Jupiter, FL 33477

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

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

39 22. Except as expressly permitted herein to the contrary, no modification,
40 amendment, or alteration in the terms or conditions contained herein shall be effective

1 unless contained in a written document executed with the same formality and equality of
2 dignity herewith.

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

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

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

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

15 27. **ASSOCIATION** has the authority to enter into this Agreement, and to
16 perform the obligations contained herein.

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

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

22 30. This Agreement shall take effect upon execution and the effective date
23 shall be the date of execution.

OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC. - A1A BEAUTIFICATION BETWEEN JUPITER THEATRE TO THE SOUTH AND LOCAL CONVENIENCE STORE TO THE NORTH

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

3 **OCEAN PARKS JUPITER CONDOMINIUM ASSOCIATION, INC.**

4
5
6 (ASSOCIATION SEAL)

**OCEAN PARKS JUPITER
CONDOMINIUM ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS**

7
8
9 **ATTEST:**

10 By: *Barbara A. Van Horn*
ASSOCIATION SECRETARY

By: *Stephen P. Holmes, President*
PRESIDENT

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

12 By: *[Signature]* for *Richard Ayer, P.A. - No opinion implied*
13 **ASSOCIATION ATTORNEY**

PALM BEACH COUNTY

14 (COUNTY SEAL)

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

15
16 **ATTEST:**

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

19 By: _____
20 **DEPUTY CLERK**

By: _____
TONY MASILOTTI, CHAIRMAN

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

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

24 **APPROVED AS TO TERMS AND CONDITIONS**

25 BY: *[Signature]*

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

Exhibit A

(Project)

Grantee _____

Request Date _____

Billing # _____

Billing Period _____

PROJECT PAYMENT SUMMARY

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

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

Certification: I hereby certify that the 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 Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(\$ _____)
County funds previously disbursed	(\$ _____)
County funds due this billing	\$ _____

Reviewed and Approved by:

PBC Project Administrator/Date

Assistant County Engineer or Fiscal Manager/Date

