

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2006 ☒ **Consent** ☐ **Regular**
☐ **Workshop** ☐ **Public Hearing**

Department:
Submitted By: Engineering & Public Works
Submitted For: Streetscape Section

I. EXECUTIVE BRIEF

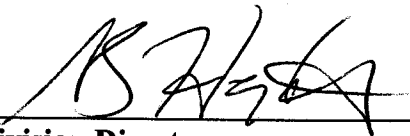
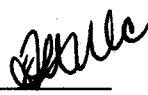
Motion and Title: Staff recommends motion to approve: The Second Amendment to the Financial Assistance Agreement (R2003-1859) with the Town of Jupiter (Town) for an extension of the completion date for improvements on the County's Center Street from Indiantown Road to State Road 811.


Summary: The original Agreement provides for reimbursement, in an amount not to exceed \$226,400, to the Town for the planned improvements on the County's Center Street from Indiantown Road to State Road 811. This Second Amendment with the Town will extend the completion date from December 31, 2005 to December 31, 2006. The completion date of the improvements has been delayed due to the Town's inability to obtain a substantial completion letter from the landscape architect before the Agreement's deadline occurred.

District: 1 (ME)

Background and Justification: Funding under this Agreement, in an amount not to exceed \$226,400, comes from the District 1 Gas Tax Reserves. The District 1 Commissioner has agreed to the use of District 1 Reserves for this purpose. The Town has already executed this Amendment, and will be responsible for the perpetual maintenance of these improvements.

- Attachments:**
1. Location Sketch.
 2. Commissioner Authorization for this Extension
 3. Amendment to Financial Assistance Agreement (2).
 4. Financial Assistance Agreement of November 18, 2003 (R2003-1859).
 5. First Amended Financial Assistant Agreement of June 7, 2005 (R2005-1060).

Recommended by:  7/27/06 
Division Director **Date**

Approved By:  10/23/06
County Engineer **Date**

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$ -0-	-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	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. D. Ward 9/28/06

III. REVIEW COMMENTS

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

[Signature] 10-24-06
OFMB

[Signature] 10/25/06
Contract Dev. and Control
6/25/10/25/06

B. Approved as to Form and Legal Sufficiency:

[Signature] 11/02/06
Assistant County Attorney

This amendment complies with our review requirements.

This Amendment is retroactive in nature.

C. Other Department Review:

Department Director

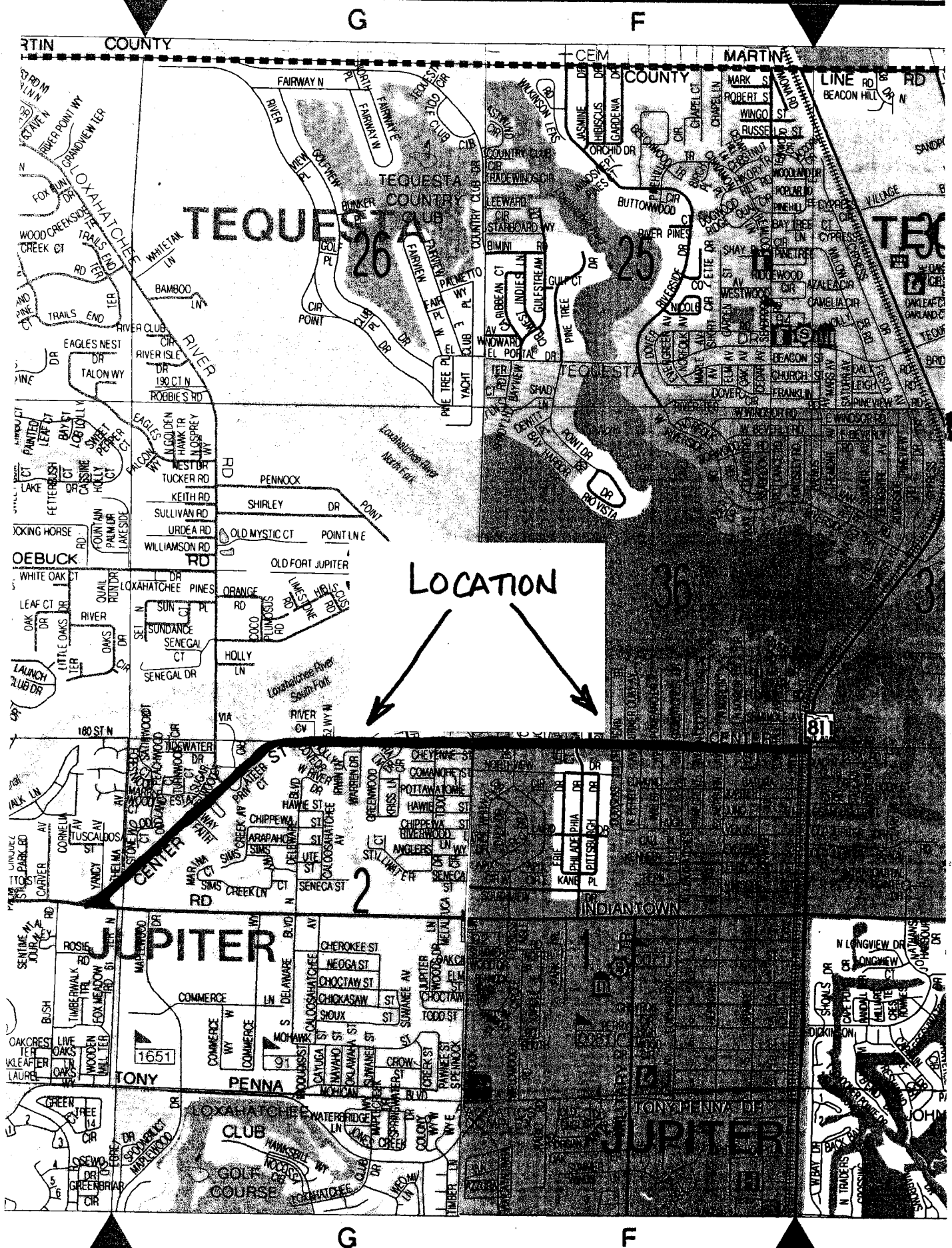
This summary is not to be used as a basis for payment.

NO CONTINUING MAP

R42

R42

NO CONTINUING MAP



SEE PG 14

SEE PG 15

LOCATION SKETCH

From: Andrew Hertel
To: Gary Gregory
Date: 9/25/2006 2:14:14 PM
Subject: Fwd: Extension of Agreement/Jupiter - Center Street

>>> Patricia Weaver 9/25/06 2:08:58 PM >>>

Commissioner Marcus has authorized the extension of the funding agreement with the Town of Jupiter for improvements to Center Street until 12/31/06.

Trish Weaver
Administrative Assistant to
Commissioner Karen T. Marcus

AMENDMENT #2 TO FINANCIAL ASSISTANCE AGREEMENT WITH TOWN OF JUPITER FOR
CENTER STREET BEAUTIFICATION IMPROVEMENTS

AMENDMENT #2 TO FINANCIAL ASSISTANCE AGREEMENT DATED NOVEMBER
18, 2003 FOR THE TOWN OF JUPITER CENTER STREET BEAUTIFICATION

THIS AMENDMENT is made to the Financial Assistance Agreement (R2003-1859) dated November 18, 2003, by and between TOWN OF JUPITER, a municipal corporation of the State of Florida, hereinafter "TOWN", and BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, on November 18, 2003, TOWN and COUNTY entered into a Financial Assistance Agreement providing for reimbursement funding of the cost of TOWN's planned IMPROVEMENTS on COUNTY's Center Street from Indiantown Road to State Road 811, in an amount not to exceed TWO HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$226,400.00); and

WHEREAS, that Agreement provided for a completion date of December 30, 2004; and

WHEREAS, due to ongoing coordination and negotiations related to permitting through Palm Beach County and additional delays related to staff involvement with recovery efforts for hurricanes Frances and Jeanne. Amendment # 1 (R2005-1060) was executed on June 7, 2005 to extend the completion date from December 31, 2004 to December 31, 2005; and

WHEREAS, the completion date of the IMPROVEMENTS has been further delayed due to the TOWN's inability to obtain a letter of substantial completion by the extended deadline, and therefore, a further time extension is requested by the TOWN; and

WHEREAS, COUNTY and TOWN desire that this amendment shall relate back to November 18, 2003, and the Contract continued without interruption nor lapse and its term extended for an additional twelve (12) month period until December 31, 2006; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and

AMENDMENT #2 TO FINANCIAL ASSISTANCE AGREEMENT WITH TOWN OF JUPITER FOR
CENTER STREET BEAUTIFICATION IMPROVEMENTS

1 agreements herein contained, the parties agree as follows:

2 1. The Financial Assistance Agreement dated November 18, 2003, by and
3 between TOWN and COUNTY shall be continued, without interruption nor
4 lapse in its term or effect, for an additional twelve (12) month period
5 commencing on January 1, 2006, and expiring December 31, 2006.
6 Accordingly, the Agreement is hereby amended to revise paragraph 9 as
7 follows:

8 9. All installation of these IMPROVEMENTS shall be completed and
9 final invoices submitted to the COUNTY no later than December
10 31, 2006, and COUNTY shall have no obligation to TOWN or any
11 other entity or person for any cost incurred thereafter.

12 2. It is the intent of the parties hereto that this AMENDMENT shall not
13 become binding until the date executed by the Board of County
14 Commissioners of Palm Beach County.

15 3. All other provisions of the Financial Assistance Agreement dated
16 November 18, 2003, shall remain in full force and effect.

17
18
19
20
21
22 (INTENTIONALLY LEFT BLANK)

AMENDMENT #2 TO FINANCIAL ASSISTANCE AGREEMENT WITH TOWN OF JUPITER FOR
CENTER STREET BEAUTIFICATION IMPROVEMENTS

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

PALM BEACH COUNTY, FLORIDA, BY TOWN OF JUPITER,
ITS BOARD OF COUNTY COMMISSIONERS BY ITS TOWN COMMISSION

By: _____
TONY MASILOTTI, CHAIRMAN

By: _____
MAYOR

(COUNTY SEAL)

(TOWN SEAL)

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER



By: _____
DEPUTY CLERK

By: _____
TOWN CLERK

By: _____
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
ASSISTANT COUNTY ATTORNEY

By: _____
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
TOWN ATTORNEY

By: _____
APPROVED AS TO TERMS AND
CONDITIONS

**FINANCIAL ASSISTANCE AGREEMENT FOR TOWN OF JUPITER
CENTER STREET - BEAUTIFICATION**

**THIS INTER-LOCAL AGREEMENT is made and entered into this ____ day of
NOV 18 2003, 2003, by and between the TOWN OF JUPITER, a municipal
corporation of the State of Florida, hereinafter "TOWN", and PALM BEACH COUNTY,
a political subdivision of the State of Florida, hereinafter "COUNTY".**

WITNESSETH:

**WHEREAS, TOWN is undertaking the installation of beautification
improvements, including, but not limited to, intersection aesthetic and safety
improvements, landscaping, and irrigation, in and along the COUNTY's Center Street
from Indiantown Road to State Road 811, as shown on plans prepared by Gentile,
Holloway, O'Mahoney & Associates, Inc., hereinafter "IMPROVEMENTS"; and**

**WHEREAS, COUNTY believes that such efforts by TOWN serve a public
purpose in the enhancement of the appearance of this thoroughfare and wishes to
support TOWN's efforts to install the IMPROVEMENTS by providing reimbursement
funding for the cost of the IMPROVEMENTS from Commission District 1
Discretionary Funds for Improvements, in an amount not to exceed TWO HUNDRED
TWENTY-SIX THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$226,400.00); and**

**WHEREAS, after installation, TOWN will be responsible for the perpetual
maintenance of the IMPROVEMENTS; and**

**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 TOWN reimbursement funding for
documented costs from Commission District 1 Discretionary Funds for
Improvements in an amount not to exceed TWO HUNDRED TWENTY-SIX THOUSAND
FOUR HUNDRED (\$226,400.00) for TOWN's IMPROVEMENTS in and along the right
of way of COUNTY's Center Street.**

1 3. COUNTY agrees to reimburse TOWN the amount established in
2 paragraph 2 for construction costs associated with installation of the
3 IMPROVEMENTS, upon TOWN's submission of acceptable documentation needed
4 to substantiate their costs for the IMPROVEMENTS. COUNTY will use its best efforts
5 to provide said funds to TOWN on a reimbursement basis within forty-five (45) days
6 of receipt of all information required in Paragraph 6, below.

7 4. COUNTY's obligation is limited to its payment obligation and shall have
8 no obligation to any other person or entity.

9 5. TOWN agrees to assume all responsibility for design, bidding, contract
10 preparation, and contract administration for the installation of the IMPROVEMENTS,
11 including payment(s) to contractor(s), pursuant to all applicable governmental laws
12 and regulations and will comply with all applicable governmental landscaping codes
13 and permitting requirements in the selection and installation of the IMPROVEMENTS.

14 6. TOWN will obtain or provide all labor and materials associated with the
15 installation of the IMPROVEMENTS. COUNTY shall have the final determination of
16 eligibility for reimbursement. TOWN shall furnish the Manager, Streetscape Section,
17 of COUNTY's Department of Engineering and Public Works with a request for
18 payment supported by the following:

- 19 a. A statement from a Florida Registered Landscape Architect that
20 the IMPROVEMENTS have been inspected and were installed
21 substantially in accordance with the approved and/or permitted plans
22 for the IMPROVEMENTS, and;

1 b. A Contract Payment Request Form and a Contractual Services
2 Purchases Schedule Form, attached hereto and incorporated herein as
3 Exhibit "A" (pages 1 and 2) which are required for each and every
4 reimbursement requested by TOWN. Said information shall list each
5 invoice payable by TOWN and shall include the vendor invoice number,
6 invoice date, and the amount payable by TOWN. TOWN shall attach a
7 copy of each vendor invoice paid by TOWN along with a copy of the
8 respective check and shall make reference thereof to the applicable
9 item listed on the Contractual Services Purchases Schedule Form.
10 Further, the Program Administrator and the Program Financial Officer
11 for TOWN shall also certify that each vendor invoice listed on the
12 Contractual Services Purchases Schedule Form was paid by TOWN as
13 indicated.

14 7. As it relates to this Agreement, COUNTY may initiate a financial system
15 analysis and/or an internal fiscal control evaluation of TOWN by an independent
16 auditing firm employed by COUNTY or by COUNTY Internal Audit Department at any
17 time COUNTY deems necessary.

18 8. TOWN agrees to be responsible for the perpetual maintenance of the
19 IMPROVEMENTS following the installation and shall be solely responsible for
20 obtaining and complying with all necessary permits, approvals, and authorizations
21 from any federal, state, regional, or COUNTY agency which are required for the
22 subsequent maintenance of the IMPROVEMENTS.

23 9. All installation of these IMPROVEMENTS shall be completed and final
24 invoices submitted to COUNTY no later than December 30, 2004, and COUNTY shall
25 have no obligation to TOWN or any other entity or person for any cost incurred
26 thereafter unless the time for completion is extended by modification of this
27 Agreement as provided herein.

1 **10. TOWN recognizes that it is an independent contractor, and not an agent**
2 **or servant of COUNTY or its Board of County Commissioners. In the event a claim**
3 **or lawsuit is brought against COUNTY, its officers, employees, servants or agents,**
4 **relating to the IMPROVEMENTS or any item which is the responsibility of TOWN,**
5 **TOWN hereby agrees, to the extent permitted by law, to indemnify, save and hold**
6 **harmless COUNTY, its officers, employees, servants or agents, and to defend said**
7 **persons from any such claims, liabilities, causes of action and judgments of any**
8 **type whatsoever arising out of or relating to the negligent or wrongful acts or**
9 **omissions of TOWN relating to the obligations of TOWN under this Agreement.**
10 **TOWN, to the extent permitted by law, agrees to pay all costs, attorney's fees and**
11 **expenses incurred by COUNTY, its officers, employees, servants or agents in**
12 **connection with such claims, liabilities or suits except as may be incurred due to the**
13 **negligence of COUNTY.**

14 **11. TOWN shall, at all times during the term of this Agreement (the**
15 **installation and existence of the IMPROVEMENTS), maintain in force its status as an**
16 **insured municipal corporation.**

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

23 **13. TOWN shall require each contractor engaged by TOWN for work**
24 **associated with this Agreement to maintain:**

25 **a. Workers' Compensation coverage in accordance with Florida**
26 **Statutes, and;**

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

5 c. A payment and performance bond for the total amount of the
6 improvements in accordance with Florida Statute 255.05.

7 14. In the event of termination, TOWN shall not be relieved of liability to
8 COUNTY for damages sustained by COUNTY by virtue of any breach of the contract
9 by TOWN; and COUNTY may withhold any payment to TOWN for the purpose of set-
10 off until such time as the exact amount of damages due COUNTY is determined. In
11 the event TOWN elects to discontinue its maintenance obligation for the
12 IMPROVEMENTS under this Agreement, it shall be the obligation of TOWN to restore,
13 if necessary, the area of the IMPROVEMENTS on COUNTY's rights-of-way to a
14 condition acceptable to COUNTY Engineer, which shall be in accordance with
15 Federal, State and COUNTY standards for road construction and/or maintenance. In
16 the event TOWN fails to restore the area of the IMPROVEMENTS to a condition
17 acceptable to the County Engineer, COUNTY may undertake such restoration and
18 TOWN shall be liable for the costs of such restoration.

19 15. TOWN's termination of this AGREEMENT shall result all obligations of
20 COUNTY for funding contemplated herein to be canceled.

21 16. COUNTY and TOWN agree that no person shall, on the grounds of race,
22 color, national origin, sexual orientation, religion or creed, sex, age, or handicap be
23 discriminated against in performance of the Agreement.

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

18. 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 prepaid, to the following:

AS TO COUNTY

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

AS TO TOWN

Town Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all 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 or 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.

20. 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.

21. 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.

22. Each party agrees to abide by all laws, orders, rules and regulations and TOWN will comply with all applicable governmental landscaping codes in the maintenance and replacement of the IMPROVEMENTS.

1 **23. The parties to this Agreement shall not be deemed to assume any**
2 **liability for the negligent or wrongful acts, or omissions of the other party (or**
3 **parties). Nothing contained herein shall be construed as a waiver, by any of the**
4 **parties, of the liability limits established in Section 768.28, Florida Statutes.**

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

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

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

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

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

20 **29. This Agreement shall take affect upon execution and the effective date**
21 **shall be the date of execution.**

22 **(INTENTIONALLY LEFT BLANK)**

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

(TOWN SEAL)  TOWN

**TOWN OF JUPITER,
BY ITS TOWN COUNCIL**

ATTEST:

By: Mary H. [Signature]
TOWN CLERK

By: James M. Ka
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
TOWN ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

R2003 1859

DOROTHY H. WILKEN, CLERK

By: Gina C. Hickman
DEPUTY CLERK

By: KAREN T. MARCUS, CHAIR

NOV 18 2003

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Marlene R. Phillips
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: MTTakes

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE TOWN OF JUPITER

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED NOVEMBER 18, 2003 FOR THE TOWN OF JUPITER FOR BEAUTIFICATION IMPROVEMENTS INCLUDING INTERSECTION AESTHETIC AND SAFETY IMPROVEMENTS, LANDSCAPING, AND IRRIGATION, IN AND ALONG THE COUNTY'S CENTER STREET FROM INDIANTOWN ROAD TO STATE ROAD 811

THIS AMENDMENT is made to the Financial Assistance Agreement (R2003-1859) dated November 18, 2003, by and between the **TOWN OF JUPITER**, a municipal corporation of the State of Florida, hereinafter "**TOWN**", and the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH:

WHEREAS, on November 18, 2003, **TOWN** and **COUNTY** entered into a financial assistance agreement (R2003-1859) providing for reimbursement funding of the cost of **TOWN's** planned **IMPROVEMENTS** in and along the County's Center Street from Indiantown Road to State Road 811, in an amount not to exceed TWO HUNDRED TWENTY-SIX THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$226,400.00); and

WHEREAS, R2003-1859 provided for a completion date of December 30, 2004; and

WHEREAS, the completion date of the **IMPROVEMENTS** has been delayed due to on-going coordination and negotiations related to permitting through Palm Beach County, and additional delays related to staff involvement with recovery efforts for Hurricanes Frances and Jeanne; and

WHEREAS, **COUNTY** and **TOWN** desire that this amendment shall relate back to November 18, 2003, and the Contract continued without interruption nor lapse and its term extended for approximately a twelve (12) month period.

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

1. The Financial Assistance Agreement dated November 18, 2003, by and between **TOWN** and **COUNTY** shall be continued, without interruption nor lapse in its term or effect, for approximately a twelve (12) month period commencing on December 31, 2004, and expiring December 31, 2005. Accordingly, the Agreement is hereby amended to revise paragraph 9 as follows:

9. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to **COUNTY** no later than December 31, 2005, and **COUNTY** shall have no obligation to **TOWN** or any other entity or person for any cost incurred thereafter.

2. It is the intent of the parties hereto that this **AMENDMENT** shall not become binding until the date executed by the Board of County Commissioners of Palm Beach County.

3. All other provisions of the Financial Assistance Agreement dated October 18, 2003, shall remain in full force and effect.

AMENDMENT TO THE FINANCIAL ASSISTANCE AGREEMENT WITH THE TOWN OF JUPITER

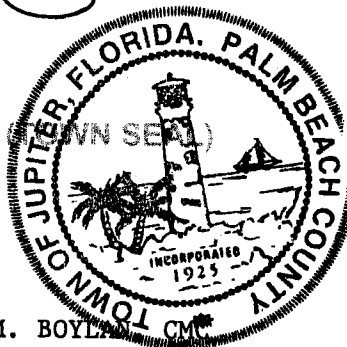
1 IN WITNESS WHEREOF, the parties have executed this Agreement and it is
2 effective on the day first above written.

3 PALM BEACH COUNTY, FLORIDA, BY TOWN OF JUPITER,
4 ITS BOARD OF COUNTY COMMISSIONERS BY ITS TOWN COUNCIL

5 By: Tony Masiotti
6 TONY MASLOTTI, CHAIRMAN
R2005 1060
JUN 07 2005

By: Karen J. Golonka
MAYOR KAREN J. GOLONKA

7 (COUNTY SEAL)



8 ATTEST:

ATTEST:

9 SHARON R. BOCK, CLERK & COMPTROLLER

SALLY M. BOYLAN, CMC
TOWN CLERK

10 By: Judith C. Bock
Deputy Clerk
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
FLORIDA

By: Sally M. Boylan
SALLY M. BOYLAN, CMC
TOWN CLERK

11 By: Malcolm R. Bock
12 APPROVED AS TO FORM AND LEGAL
13 LEGAL SUFFICIENCY
14 ASSISTANT COUNTY ATTORNEY

By: Malcolm R. Bock
APPROVED AS TO FORM AND
SUFFICIENCY
TOWN ATTORNEY

15 By: Sharon R. Bock
16 APPROVED AS TO TERMS AND
17 CONDITIONS