

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$18,000	-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	\$18,000	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
 Budget Acct No.: Fund 3500 Dept. 368 Unit 1117 Object 8201
 Program

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

Transportation Improvement Fund
 Coconut Ln-Between Military & Barwick Rd Beaut.-Dist 4

This item has no additional fiscal impact.

The Board approved an \$18,000 agreement with funding from District 4 to the association on May 18, 2004 to do substantially the same design work as this agreement provides. The funding for that agreement is still in place and will now be supporting this agreement.

C. Departmental Fiscal Review: R. D. Ward 1/24/07

III. REVIEW COMMENTS

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

[Signature] 2-6-07
 OFMB

[Signature] 2/8/07
 Contract Dev and Control
 G. Lewis 2/8/07

B. Approved as to Form and Legal Sufficiency:

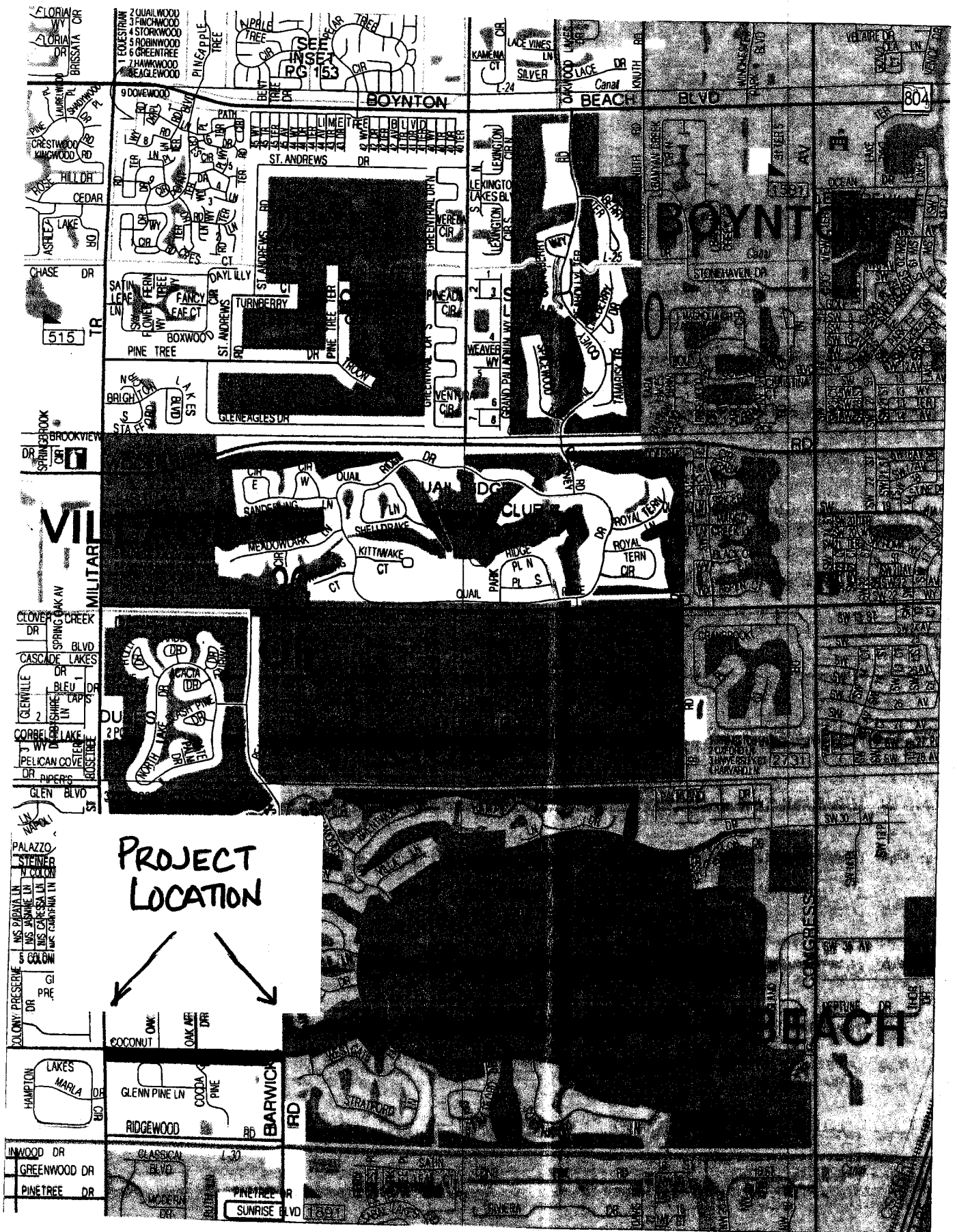
[Signature] 2/18/07
 Assistant County Attorney

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.



LOCATION SKETCH

1 **3. COUNTY agrees to reimburse ASSOCIATION the amount established in**
2 **paragraph 2 for costs (materials and labor) associated with the preparation of the**
3 **DESIGN, upon ASSOCIATION's submission of acceptable documentation (such as,**
4 **paid invoices, copies of checks, etc.) needed to substantiate their costs for the**
5 **DESIGN. COUNTY will use its best efforts to provide said funds to ASSOCIATION on**
6 **a reimbursement basis within forty-five (45) days of receipt of all information**
7 **required in Paragraph 6, below.**

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

10 **5. ASSOCIATION agrees to assume all responsibility for all aspects of the**
11 **DESIGN including bidding, contract preparation, and contract administration for the**
12 **DESIGN, including payment(s) to designer(s), pursuant to all applicable**
13 **governmental laws and regulations and will comply with all applicable governmental**
14 **landscaping codes, engineering standards, and permitting requirements in the**
15 **preparation of the DESIGN. ASSOCIATION also agrees to assume financial**
16 **responsibility for the completion of any portions of the DESIGN that are not fully-**
17 **funded by the amount set forth in Paragraph 2, above. Otherwise, the COUNTY will**
18 **have the final determination of the eligibility for reimbursement of any changes. The**
19 **final DESIGN drawings must be signed and sealed by a Florida Registered**
20 **Landscape Architect experienced in roadway planting and familiar with COUNTY's**
21 **Streetscape Standards Manual**

22 **6. ASSOCIATION will obtain or provide all labor and materials necessary**
23 **for the preparation of the DESIGN. COUNTY shall have the final determination of**
24 **eligibility for reimbursement. ASSOCIATION shall furnish the Manager, Streetscape**
25 **Section, of COUNTY's Department of Engineering and Public Works with a request**
26 **for payment supported by the following:**

- 27 **a. A Contract Payment Request Form and a Contractual Services**
28 **Purchases Schedule Form, attached hereto and incorporated herein as**
29 **Exhibit "A" (pages 1 and 2) which are required for each and every**

1 reimbursement requested by ASSOCIATION. Said information shall list
2 each invoice paid by ASSOCIATION and shall include the vendor
3 invoice number, invoice date, and the amount paid by ASSOCIATION.
4 ASSOCIATION shall attach a copy of each vendor invoice paid by
5 ASSOCIATION along with a copy of the respective check and shall
6 make reference thereof to the applicable item listed on the Contractual
7 Services Purchases Schedule Form. Further, the Program
8 Administrator and the President of the ASSOCIATION, or his designee
9 shall also certify that each vendor invoice listed on the Contractual
10 Services Purchases Schedule Form was paid by ASSOCIATION as
11 indicated.

12 7. ASSOCIATION shall maintain adequate records to justify all charges,
13 expenses, and costs incurred in performing the DESIGN for at least three (3) years
14 after the completion of such DESIGN. COUNTY shall have access to all books,
15 records and documents as required in this Section for the purpose of inspection or
16 audit during normal business hours.

17 8. ASSOCIATION agrees that DESIGN shall incorporate COUNTY's review
18 comments given to ASSOCIATION on April 26, 2006

19 9. DESIGN shall be completed in permittable form (including CADD files)
20 and given to COUNTY by ASSOCIATION no later than December 31, 2006, and final
21 invoices submitted to COUNTY by ASSOCIATION no later than May 31, 2007, and
22 COUNTY shall have no obligation to ASSOCIATION or any other entity or person for
23 any costs incurred in the event that either of these time frames is exceeded.

24 10. ASSOCIATION recognizes that it is an independent contractor, and not
25 an agent or servant of COUNTY or its Board of County Commissioners. In the event a
26 claim or lawsuit is brought against COUNTY, its officers, employees, servants or
27 agents, relating to the DESIGN or any item which is the responsibility of
28 ASSOCIATION, ASSOCIATION hereby agrees to indemnify, save and hold harmless
29 COUNTY, its officers, employees, servants or agents, and to defend said persons

1 from any such claims, liabilities, causes of action and judgments of any type
2 whatsoever arising out of or relating to the DESIGN or the performance by
3 ASSOCIATION as may relate to this Agreement. ASSOCIATION agrees to pay all
4 costs, attorney's fees and expenses incurred by COUNTY, its officers, employees,
5 servants or agents in connection with such claims, liabilities or suits except as may
6 be incurred due to the negligence of COUNTY.

7 11. ASSOCIATION shall, at all times during the term of this Agreement (the
8 installation and existence of the DESIGN), maintain in force its status as an insured
9 corporation, and shall provide evidence of this insurance prior to COUNTY's
10 execution of this Agreement.

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

17 13. ASSOCIATION's termination of this AGREEMENT shall result all
18 obligations of COUNTY for funding contemplated herein to be canceled.

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

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

26 16. All notices required to be given under this Agreement shall be in
27 writing, and deemed sufficient to each party when sent by United States Mail,
28 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 ASSOCIATION

President, Cocoa Pine Estates Homeowners' Association, Inc.
c/o Mitchell Management of Boca Raton, Inc.
2081 NW 25th Street
Boca Raton, FL 33531

17. 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.

18. 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.

19. 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.

20. Each party agrees to abide by all laws, orders, rules and regulations and ASSOCIATION will comply with all applicable governmental landscaping codes and other requirements in the preparation of the DESIGN.

1 **21. 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 COUNTY, by**
4 **any of the parties, of the liability limits established in Section 768.28, Florida**
5 **Statutes.**

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

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

13 **24. ASSOCIATION has the authority to enter into this Agreement, and to**
14 **perform the obligations contained herein.**

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

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

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

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

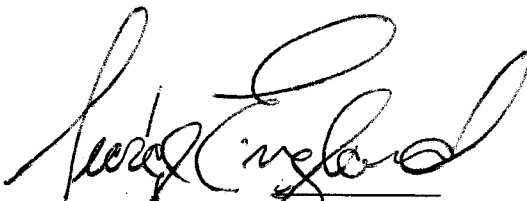
IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

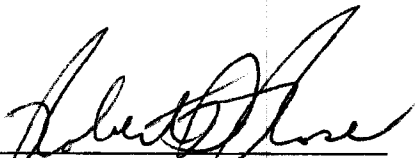
COCOA PINE ESTATES HOMEOWNERS' ASSOCIATION, INC.

(ASSOCIATION SEAL)

COCOA PINE ESTATES ASSOCIATION HOMEOWNERS' ASSOCIATION, INC. BY ITS BOARD OF DIRECTORS

ATTEST:

By: 
ASSOCIATION SECRETARY

By: 
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK AND COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
ADDIE L. GREENE, CHAIRPERSON

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: 

**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

<u>PBC USE ONLY</u>	
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

**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(s) noted above were 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