



## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$ 62,500	-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-
<b>NET FISCAL IMPACT</b>	<b>\$ 62,500</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes  X  No       
Budget Acct No.: Fund  3500  Dept.  361  Unit  1162  Object  8101   
Program

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

This item has no additional fiscal impact beyond the 62,500 approved by  
The BCC on 9/13/05

C. Departmental Fiscal Review: \_\_\_\_\_

## III. REVIEW COMMENTS

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

[Signature ] 12-9-08   
OFMB  
SN 12/9/08 CN 12/09/08

[Signature ] 12/10/08   
Contract Dev. and Control  
12/10/08

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

[Signature ] 12/11/08   
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 variations from the permitted plans shall require prior written approval from **COUNTY**  
2 Engineer's Office. The final drawings must be signed and sealed by a Florida Registered  
3 Landscape Architect.

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

9 a. A statement from a Florida Registered Landscape Architect that the  
10 **IMPROVEMENTS** have been inspected and were installed substantially in  
11 accordance with the permitted plans for the **IMPROVEMENTS**, and;

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

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

29 8. **VILLAGE** agrees to be responsible for the perpetual maintenance of the  
30 **IMPROVEMENTS** following its installation and shall be solely responsible for obtaining and  
31 complying with all necessary permits, approvals, and authorizations from any federal, state,  
32 regional, or **COUNTY** agency which are required for the subsequent maintenance of the  
33 **IMPROVEMENTS**.

34 9. All installation of the **IMPROVEMENTS** shall be completed and final invoices  
35 submitted to **COUNTY** no later than March 31, 2010, and **COUNTY** shall have no  
36 obligation to **VILLAGE** or any other entity or person for any cost incurred thereafter unless  
37 the time for completion is extended by modification of this Agreement as provided herein.

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

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

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

21           13. **VILLAGE** shall require each contractor engaged by **VILLAGE** for work  
22 associated with this Agreement to maintain:

- 23           a. Workers' Compensation coverage in accordance with  
24 Florida Statutes, and;
- 25           b. Commercial General Liability coverage, including vehicle coverage, in  
26 combined single limits of not less than ONE MILLION AND 00/100  
27 DOLLARS (\$1,000,000.00). **COUNTY** shall be included in the coverage as  
28 an additional insured.
- 29           c. A payment and performance bond for the total amount of the  
30 **IMPROVEMENTS** in accordance with Florida Statute 255.05.

31           14. In the event of termination, **VILLAGE** shall not be relieved of liability to  
32 **COUNTY** for damages sustained by **COUNTY** by virtue of any breach of the contract by  
33 **VILLAGE**; and **COUNTY** may withhold any payment to **VILLAGE** for the purpose of set-off  
34 until such time as the exact amount of damages due **COUNTY** is determined.

35           15. **VILLAGE**'s termination of this **AGREEMENT** shall result all obligations of  
36 **COUNTY** for funding contemplated herein to be canceled.