

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	<u>-0-</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>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
ADDITIONAL FTE POSITIONS (Cumulative)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

Is Item Included In Current Budget? Yes ___ No ___
 Budget Account No.: Fund ___ Agency ___ Org. ___ Object ___
 Reporting Category

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

*** THIS ITEM HAS NO FISCAL IMPACT.**

C. Departmental Fiscal Review: Alicia Kovalainen

III. REVIEW COMMENTS

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

J. A. White 2/11/14 Dr. J. Jacobs 2/18/14
 OFMB Contract Dev. and Control
 2/11/14 2/18/14

B. Legal Sufficiency:

Marcus [Signature]
 Assistant County Attorney

C. Other Department Review:

 Department Director

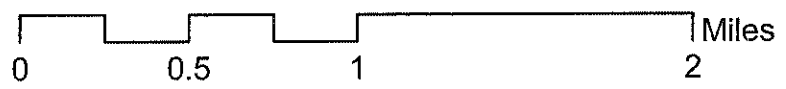
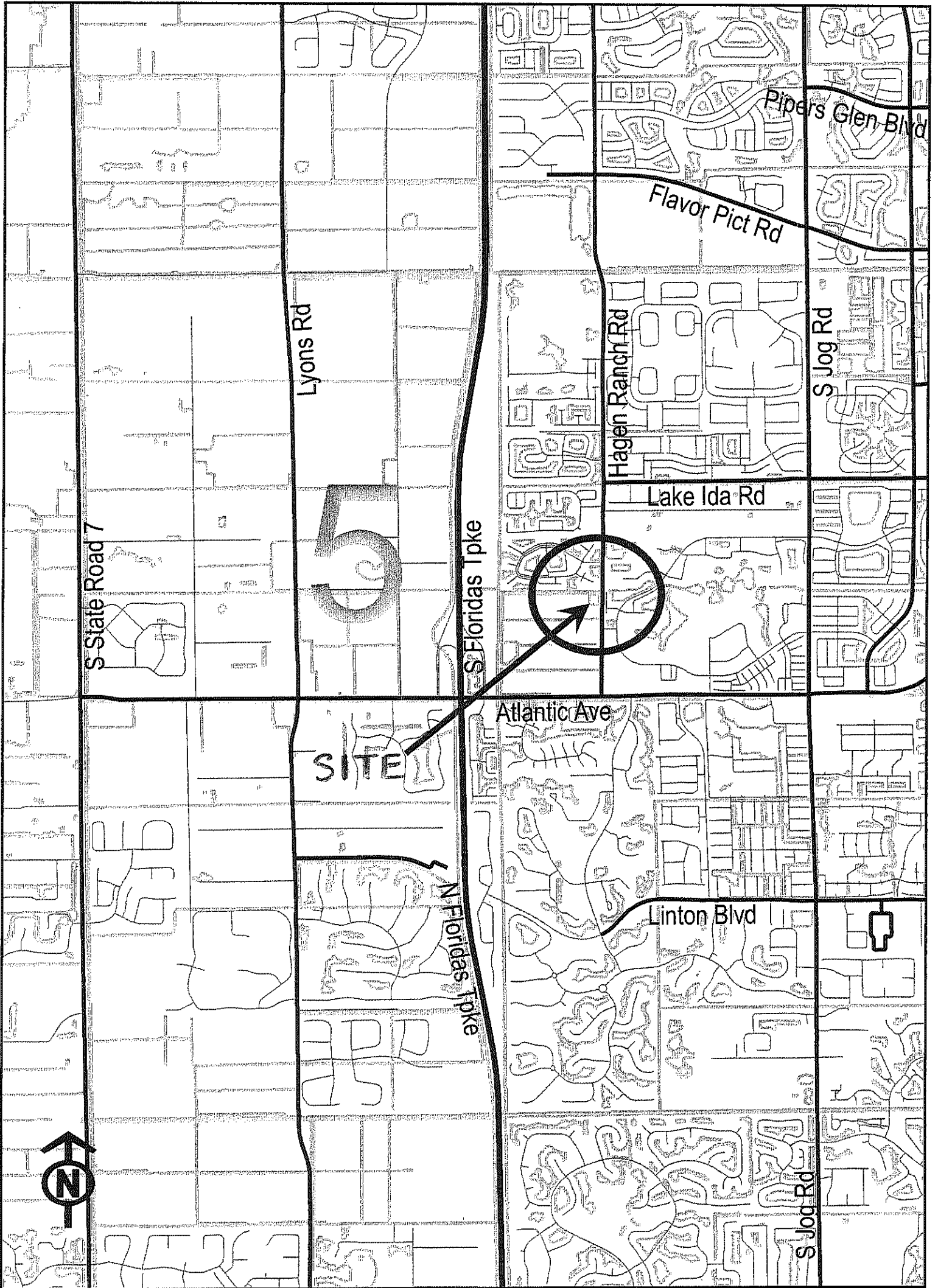
This summary is not to be used as a basis for payment.

Project Location

Attachment No. 1

Storm Water Management Area

Palm Beach County



Location Sketch

Return to: (enclose self-addressed stamped envelope)
Name: Law Offices of Mitchell A. Sherman, Esq.
Address: 7593 Boynton Beach Blvd., Suite 220
Boynton Beach, Florida 33437

This Instrument Prepared by:
Name: Law Offices of Mitchell A. Sherman, Esq.
Address: 7593 Boynton Beach Blvd., Suite 220
Boynton Beach, Florida 33437

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

MAINTENANCE AGREEMENT FOR LANDSCAPING OF DRAINAGE TRACT

THIS MAINTENANCE AGREEMENT FOR LANDSCAPING OF DRAINAGE TRACT is made this ___ day of _____, 2014 by VILLAGGIO RESERVE MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, whose address is c/o 7593 Boynton Beach Blvd., Suite 220, Boynton Beach, Florida 33437 (hereinafter referred to as the "Association") and PALM BEACH COUNTY, a political subdivision of the state of Florida, whose address for the purposes hereof is c/o Palm Beach County Engineering Department, 2300 N. Jog Road, West Palm Beach, Florida 33411 (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, County owns that certain parcel of real property located in Palm Beach County, and which includes planted littoral shelves, as more particularly described as Parcel 201 in that certain instrument recorded in O.R.B. 13275, Page 1342 of the Public Records of Palm Beach County, Florida (the "Drainage Tract"); and

WHEREAS, The Drainage Tract serves as a storm-water management area for Hagen Ranch Road; and

WHEREAS, the Association is responsible for the maintenance of the common areas within the Villaggio Reserve community which adjoins the Drainage Tract; and

WHEREAS, in order to enhance the attractiveness of the overall community, the Association desires to add additional sod to certain areas within the Drainage Tract, remove certain fencing surrounding certain portions of the drainage Tract and to provide for further maintenance of the Drainage Tract so as to provide a more aesthetic area than is presently, or would otherwise be provided by the County's standard maintenance; and

WHEREAS, it is to the mutual benefit of both the County and the Association (Collectively, the Parties), to provide for such further landscaping and maintenance of the Drainage Tract as the Association may elect.

NOW THEREFORE, in consideration of the mutual covenants, promises and terms set forth herein, Association and County hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated as if set forth fully herein.

2. The Parties acknowledge that the Drainage Tract is presently the responsibility of the County to maintain including but not limited to the maintenance of littoral shelf plantings described in that certain Restrictive Covenant recorded in OR Book 13019 at Page 930 of the Public Records of Palm Beach County. Notwithstanding the obligations of the County pursuant to such instrument, the Association shall have the right, but not the obligation, to install and maintain such further landscaping upon or around the Drainage Tract, as it may deem aesthetically pleasing, in its sole discretion (the "enhanced landscaping"), and to such extent as may be approved by the County and so long as it does not interfere with the function of the lake and littoral plantings, as determined by the County.

3. (a) The Association shall be responsible for all costs associated with the installation and maintenance of any enhanced landscaping and irrigation, including mowing, weed control, trimming and removal and replacement of such landscape material as necessary to maintain the area in a condition comparable to the Landscaping of the Association's common areas. The installation and maintenance shall be in accordance with all applicable codes, laws and regulations. The Association shall obtain from the governmental entities having jurisdiction thereover all necessary permits at Association's cost and expense.

(b) The Association may remove the fencing along the west and south boundaries adjacent to the Drainage Tract provided, however, the existing fence along the north and east boundaries of the Drainage Tract shall remain and be modified to connect with the Association's boundary wall. In the event the Association's wall is removed, the removed fencing shall be restored with a type of fence approved by the County Engineer. All removal, modification and replacement of fences shall be at the Association's cost.

(c) The property adjacent to the Drainage Tract (with the exception of the right-of-way) shall not be permitted to drain into the Drainage Tract. The Association shall ensure that the drainage facilities within the Drainage Tract are kept clear of grass clippings, branches, leaves, and other debris. The landscaping and associated irrigation shall not interfere with the intended purpose of the Drainage Tract.

4. Upon notice from the Association's representative, the County's Construction Coordination Division, or the Building Division, as applicable, shall inspect the installation of the enhanced landscaping and irrigation for compliance with all codes, laws, and regulations. Installation shall be done Monday through Friday. Saturday or Sunday installation shall be approved a minimum of 48 hours in advance of Saturday by the Construction Coordination Division. The landscape plans shall be available at the job site during construction.

5 (a) The Association understands and agrees that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the Drainage Tract. The Association shall at all times assume all risk and further shall indemnify, defend, and hold harmless, the County from and against all loss, damage, cost or expense arising in any manner (including all litigation costs and attorney fees), on account of the exercise or attempted exercise by the Association of the aforesaid rights and privileges regardless of the apportionment of negligence of the parties involved. The Association, therefore, agrees to indemnify the County for

the County's own negligence, to the extent permitted by law. It is specifically understood that the limits of this indemnification are the County's statutory limits under Section 768.28, Florida Statutes.

6. The Association shall at all times during the term of this Agreement (the installation and existence of the landscaping and irrigation), maintain in force Commercial General Liability insurance, including coverage for personal injury, property damage and contractual liability to support the indemnification clause contained herein. Such insurance shall be in an amount not less than One Million and no/100 (\$1,000,000.00) Dollars, combined single limit and coverage shall be evidenced by a Certificate which contains not less than thirty (30) day notice of cancellation, non-renewal or any adverse change in coverage. The County shall be included in the coverage as an additional insured.

7. The Association shall require each contractor engaged by the Association 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, and combined single limits of not less than one Million and 00/100 Dollars. The County shall be included in the coverage as an additional insured and certificate holder.

The Association agrees to promptly pay each contractor engaged by the Association for work associated with this Agreement within thirty (30) days of the receipt of the invoice from the contractor.

8. This Agreement may be cancelled by either party upon ninety (90) days prior written notice. In the event of termination by the Association, the Association shall not be relieved of liability for damages sustained by the County. In the event the Association elects to discontinue its maintenance obligation for the improvements under this Agreement and return the maintenance obligation for the entire Drainage Tract (i.e. for the enhanced landscaping) to the County, it shall be the obligation of the Association to restore, if necessary, the area of the improvements to a condition acceptable to the County Engineer, which shall be in accordance with Federal, State and County standards as described in the Restrictive Covenant referenced in paragraph 2 above.

9. All notices required or permitted 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 the County:

Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach Engineering and Public Works
2300 N. Jog Road
West Palm Beach, Florida 33411

with copy to:

Marlene R. Everitt, Esq
Senior Assistant County Attorney
Palm Beach County
301 North Olive Avenue
West Palm Beach, Florida 33401

As to the Association:

Villaggio Reserve Master Property Owners Association, Inc.
7593 Boynton Beach Blvd., Suite 220
Boynton Beach, Florida 33437

A party may replace the name or address of the person(s) to whom notice must be sent by sending written notice to the other party, without the need for amending this Agreement.

10. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations or agreements, written or oral, relating to this Agreement.

11. In the event 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.

12. 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.

13. Any costs or expenses including reasonable attorney's fees, associated with the enforcement of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

14. Except as expressly permitted herein to the contrary, no modification amendment, or alteration of this Agreement shall be effective unless contained in written form and executed by the County Engineer with the same formality as this Agreement.

15. Each party agrees to abide by all laws, orders, rules and regulations.

16. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained in this Agreement shall be construed as a waiver of the liability limits established in Section 768.28, Florida Statutes, or successor statute.

17. Each party will promptly notify the other of any citation, complaint, claim, suit or cause of

action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

18. The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide the defaulting party thirty (30) days written notice prior to exercising any of its rights and remedies.

19. 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 construction hereof, be construed more strictly against one of the parties.

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

21. This Agreement shall be effective upon execution by both Parties.

22. Specific Reference to this Agreement and the general terms hereof shall be set forth in the Declaration of Covenants, Conditions and Restrictions for Villaggio Reserve Master Property Owners Association, Inc. as same may be amended from time to time as an Association responsibility.

23. This Agreement shall be binding upon the successors, assigns and legal representatives of the Association. Neither party shall sell, assign, sublet or transfer an interest in the Agreement without the written consent of the other.

24. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Association, its officers, agents, employees, and lobbyists in order to ensure compliance with agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Fla. Stat., in the same manner as a second degree misdemeanor.

25. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Association.

26. Association has the authority to enter into this Agreement, and to perform the obligations contained herein.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first above written;

ATTEST:

SHARON R. BOCK, CLERK &
COMPTROLLER
COMMISSIONERS

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk (or Deputy Clerk)

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By:  _____
for Division Director

Villaggio Reserve Master Property Owners
Association, Inc.
A Florida not for profit corporation

Betty Lou
Witness:

By: [Signature]
Name: Ramzi Akel
Title: President

Gerardine DeCora
Witness:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of January
2013 by Ramzi Akel as President of Villaggio Reserve Master Property Owners
Association, Inc. a Florida not for profit corporation on behalf the corporation. He/She is ()
personally known to me ~~or has produced~~ _____ as identification.



[Signature]
Notary Public
State of Florida
My commission expires: