

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes _____ No _____

Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

There is no financial impact to County associated with this item.

Fixed Asset Number N/A

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 3/21/19
 OFMB AD 3/29
 3/28
[Signature] 4/3/19
 Contract Development and Control
 4/2/19 (TW)

B. Legal Sufficiency:

[Signature] 4/4/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

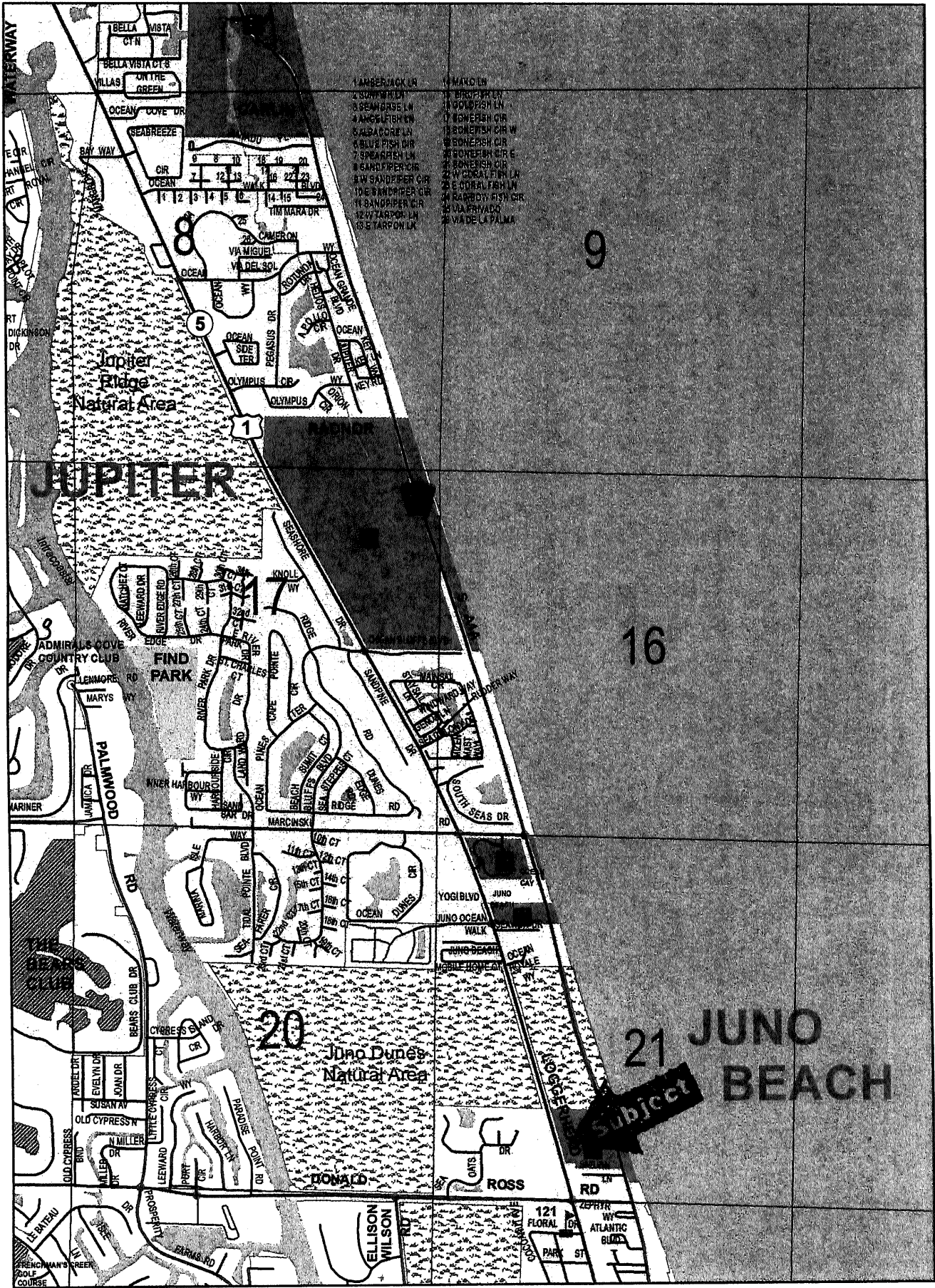
D

C

TWP 41

TWP 41

TWP 41



RNG 43

RNG 43

Handwritten signature or initials.

ATTACHMENT #2
FIRST AMENDMENT TO WATER SERVICE AGREEMENT - 5 PAGES

PREPARED BY AND RETURN TO:
Attn: Travis Sanders, Utilities
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Property Control Number: 28-43-41-21-00-005-0031

FIRST AMENDMENT TO WATER SERVICE AGREEMENT

THIS FIRST AMENDMENT to Water Service Agreement (the “First Amendment”) is made and entered into this _____ day of _____, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereinafter referred to as the “County”) on behalf of a Commercial project known as Loggerhead Marine Life Center, and the Town of Jupiter, a municipal corporation organized and operating under the laws of the State of Florida, (hereinafter referred to as “Town”).

WITNESSETH:

WHEREAS, the County has requested a capacity reservation in excess of that previously reserved in a certain water service agreement originally entered into between the Town and Palm Beach County Department of Parks and Recreation dated June 7, 2005, a copy of which was recorded August 2, 2005, in Official Records Book 19008, at Page(s) 1354, of the Public Records of Palm Beach County, Florida (the “Agreement”); and

WHEREAS, the County and the Town desire to amend the Agreement to provide for additional water service capacity reservation and connections and modify Exhibit “C” of the Agreement.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) the receipt and sufficiency of which are hereby acknowledged, and other good and valuable consideration, the parties hereby covenant and agree that the above Agreement, as recorded, is hereby amended as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

2. Exhibit "C" to the Agreement is hereby modified to add the following:

The number of Commercial ERCs (23.1) provided for by said recorded agreement and an additional 2.9 ERCs later paid and reserved is hereby amended by adding to the scope of the agreement to include an additional 9.1 Commercial ERCs specifically assigned as below:

21,084 square foot expansion at 150 gpd/1,000 sqft = 3,162.6 gpd

3,874 square foot basement storage at 10 gpd/1,000 sqft = 38.7 gp

3,201.3 gpd/350 gpd/ ERC = 9.1 ERCs

3. County agrees to be bound by the Town's water extension policy ordinance, including but not limited to, such fees and payment schedules as follows:

i. Payment of connection fees (Off-Site Fees and Capacity Fees) for the 9.1 additional Commercial ERCs reserved by this amendment. Current Off-Site Fees are recognized to be in the amount of \$669.00 for each Commercial ERC. Current Capacity Fees are recognized to be in the amount of \$2,270.00 for each Commercial ERC. Total connection fees are equal to \$26,744.90 due and payable at signing of this First Amendment.

ii. Payment of One hundred percent (100%) of the administrative fees at 4% of the total connection fees (\$26,744.90). Administrative fees for 9.1 Commercial ERCs are recognized to be in the amount of \$1,069.80 due and payable at signing of this First Amendment.

iii. Payment of Accrued Guaranteed Revenue Fees (AGRF) due at the current rate at the time as this First Amendment is executed. AGRF is currently recognized to be in the amount of \$1,332.60 for each of the 9.1 Commercial ERC reserved by this First Amendment. The current AGRF due is recognized to be in the amount of \$12,126.66 due upon signing of this First Amendment.

iv. Payment of Annual Guaranteed Revenue Fees equal to the current base facility charge for each of the 9.1 Commercial ERCs for a period of twelve (12) months in advance. The current Annual Guaranteed Revenue due is recognized to be in the amount of \$2,425.33. Guaranteed Revenue Fees will be billed annually to County based upon the number of ERCs connected within the previous year.

4. This First Amendment shall be recorded in the Office of the Clerk of Circuit Court of Palm Beach County.

5. Paragraph 14 of the Agreement, as it relates to notice to the County, is hereby amended as follows:

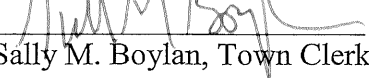
Attn: Audrey Wolf, Director
Facilities Development and Operations
2633 Vista Parkway
West Palm Beach, FL 33411

6. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect, and the parties hereby ratify, confirm and adopt the Agreement, as amended in accordance with the terms thereof.

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IN WITNESS WHEREOF, the County and the Town have executed or have caused this First Amendment to be duly executed in several counter parts, each of which counterpart shall be considered an original executed copy of this First Amendment.

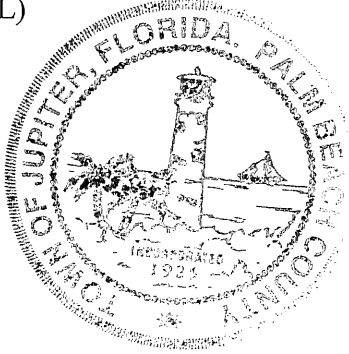
ATTEST:

By: 
Sally M. Boylan, Town Clerk

TOWN OF JUPITER, a municipal Corporation of the State of Florida

By: 
Matt Benoit, Town Manager

(TOWN SEAL)



Approved as to form and legality

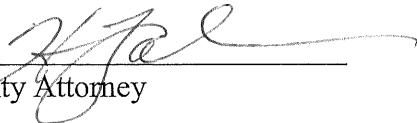
By: 
Thomas J. Baird, Town Attorney

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
County Attorney

COUNTY:

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By: _____
Mack Bernard, Mayor

APPROVED AS TO TERMS AND
CONDITIONS

By:  _____
Department Director