

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 10/5/06

III. REVIEW COMMENTS

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

[Signature] 10-30-06
OFMB
atn 10-30-06
10-27-06
[Signature] 11/1/06
Contract Dev. and Control
E. Jones 11/1/06

B. Approved as to Form and Legal Sufficiency:

This amendment complies with our review requirements.

[Signature] 11/02/06
Assistant County Attorney

C. Other Department Review:

Department Director

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

**2ND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED AUGUST 17,
2004 WITH THE CITY OF PALM BEACH GARDENS FOR MILITARY TRAIL
BEAUTIFICATION IMPROVEMENTS**

THIS AMENDMENT is made to the Financial Assistance Agreement (R2004-1687) dated August 17, 2004, by and between the CITY OF PALM BEACH GARDENS, a municipal corporation of the State of Florida, hereinafter "CITY", and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, on August 17, 2004, CITY and COUNTY entered into a financial assistance agreement (R2004-1687) providing for reimbursement funding of the cost of CITY's planned IMPROVEMENTS on COUNTY's Military Trail from I-95 north to EPB-3 Canal, in an amount not to exceed SIXTY SIX THOUSAND SIX HUNDRED SEVENTY NINE AND 00/100 DOLLARS (\$66,679.00); and

WHEREAS, R2004-1687 provided for a completion date of September 30, 2005; and

WHEREAS, the completion date of the IMPROVEMENTS was delayed due to plant material availability and contract delays; and

WHEREAS, R2005-2209 provided for extension of the completion date until June 30, 2006; and

WHEREAS, the completion date of the improvements has been further delayed by utility conflicts with the project; and

WHEREAS, COUNTY and CITY desire that this amendment shall relate back to August 17, 2004, and the Contract continued without interruption nor lapse and its term extended for an additional 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 August 17, 2004, by and between CITY and COUNTY shall be continued, without**

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interruption nor lapse in its term or effect, for an additional twelve (12)
month period commencing on June 30, 2006, and expiring June 30,
2007. 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 June 30, 2007, and
COUNTY shall have no obligation to CITY 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
August 17, 2004, shall remain in full force and effect.

(INTENTIONALLY LEFT BLANK)

2ND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT WITH THE CITY OF PALM BEACH GARDENS FOR
MILITARY TRAIL BEAUTIFICATION IMPROVEMENTS

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**
4
5 **ITS BOARD OF COUNTY COMMISSIONERS**

CITY OF PALM BEACH GARDENS,
BY ITS CITY COUNCIL

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7
8 **By: _____**
9 **TONY MASILOTTI, CHAIRMAN**

By: _____
MAYOR

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12 **(COUNTY SEAL)**

(CITY SEAL)

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15 **ATTEST:**
16 **SHARON R. BOCK, CLERK &**
17 **COMPTROLLER**

ATTEST:

18 **By: _____**
19 **DEPUTY CLERK**

By: _____
CITY CLERK

20 **By: _____**
21 **APPROVED AS TO FORM AND LEGAL**
22 **SUFFICIENCY**
23 **ASSISTANT COUNTY ATTORNEY**

By: *Christine P. Tatum*
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY
CITY ATTORNEY

24 **By: *J. MacCowell***
25 **APPROVED AS TO TERMS AND**
26 **CONDITIONS**

R2004 1687

CITY OF PALM BEACH GARDENS - MILITARY TRAIL BEAUTIFICATION

**FINANCIAL ASSISTANCE AGREEMENT WITH CITY OF PALM BEACH GARDENS
FOR MILITARY TRAIL BEAUTIFICATION IMPROVEMENTS**

THIS INTER-LOCAL AGREEMENT is made and entered into this AUG 17 2004
day of _____, 2004, by and between the CITY OF PALM BEACH GARDENS, a
municipal corporation of the State of Florida, hereinafter "CITY", and PALM BEACH
COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY."

WITNESSETH:

WHEREAS, CITY is undertaking the installation of beautification
improvements, including, but not limited to, landscaping and irrigation, on
COUNTY's Military Trail from I-95 north to EPB-3 Canal, hereinafter
"IMPROVEMENTS"; and

WHEREAS, CITY applied for this county funded grant thru Keep Palm Beach
County Beautiful; and

WHEREAS, COUNTY believes that the IMPROVEMENTS serve a public
purpose in the enhancement of the appearance of the right of way and wishes to
support those efforts by providing a reimbursement contribution for fifty percent
(50%) of the cost of improvements, such contribution not to exceed a maximum of
SIXTY SIX THOUSAND SIX HUNDRED SEVENTY NINE and 00/100 DOLLARS
(\$66,679.00) to CITY for the installation of the IMPROVEMENTS; and

WHEREAS, during and after installation, CITY 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 recitations are true, correct, and are incorporated herein.
2. COUNTY agrees to reimburse CITY for fifty percent (50%) of the costs
of the IMPROVEMENTS, not to exceed a maximum amount of SIXTY SIX THOUSAND
SIX HUNDRED SEVENTY NINE and 00/100 DOLLARS (\$66,679.00), whichever is less,
of the cost for the initial installation, to be used exclusively for the IMPROVEMENTS.
3. COUNTY agrees to reimburse CITY the amount established in paragraph

2 for costs (materials and labor) associated with installation of the IMPROVEMENTS, upon CITY's submission of acceptable documentation needed to substantiate their costs for the IMPROVEMENTS. COUNTY will use its best efforts to provide said funds to CITY on a reimbursement basis within forty-five (45) days of receipt of all information required in Paragraph 6, below.

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

5. CITY agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the IMPROVEMENTS, including payment(s) to contractor(s), pursuant to all applicable governmental laws and regulations and will comply with all applicable governmental landscaping codes and permitting requirements in the selection and installation of the IMPROVEMENTS. CITY agrees to install the IMPROVEMENTS substantially in accordance with the plans, specifications and costs as approved in the permitting process by COUNTY. CITY also agrees to assume financial responsibility for the completion of any portions of the IMPROVEMENTS that are not fully-funded by the amount set forth in Paragraph 2, above. Otherwise, COUNTY will have final determination of the eligibility for reimbursement of any changes. Substantial variations from the permitted plans shall require prior written approval from County Engineer's Office. The final drawings must be signed and sealed by a Florida Registered Landscape Architect experienced in roadway planting and familiar with the COUNTY'S Streetscape Standards.

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

a. A statement from a Florida Registered Landscape Architect that the IMPROVEMENTS have been inspected and were installed substantially in