

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: February 27, 2007 ☒ Consent ☐ Regular
☐ Workshop ☐ Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Streetscape Section

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A second Amendment to the Financial Assistance Agreement (R2005-0033) with Northtree Community Association (Association) for an extension of the completion date for improvements in and along the County's Hagen Ranch Road.

Summary: The original Agreement provides for a reimbursement, in an amount not to exceed a maximum of \$25,000, to the Association for the planned improvements in and along the County's Hagen Ranch Road from the L-20 Canal to the Association's north property line. This second Amendment with the Association will extend the completion date from December 31, 2006 to December 31, 2007. The completion of the improvements has been delayed due to hurricane Wilma and unforeseen difficulty in obtaining a water use permit from the South Florida Water Management District.

District: 3 (ME)

Background and Justification: Funding under this Agreement, in an amount not to exceed a maximum of \$25,000, comes from the District 3 Gas Tax Reserves. The District 3 Commissioner has agreed to the use of District 3 Reserves for this purpose. The Association has already executed this Amendment, and will be responsible for the perpetual maintenance of these improvements.

Attachments:

1. Location Sketch.
2. Commissioner Authorization for this Extension
3. Amendment to Financial Assistance Agreements (2).
4. Financial Assistance Agreement of January 11, 2005 (R2005-0033).
5. Financial Assistance Agreement of February 7, 2006 (R2006-0169).

Recommended by:


Division Director


Date

1/25/07

Approved By:


County Engineer

Date

1/29/07

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 1/12/07

III. REVIEW COMMENTS

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

Jim Dink 2-5-07
OFMB
2-5-07
2-10-07
2-17-07
2-17-07
Contract Dev. and Control
This amendment complies with our review requirements.

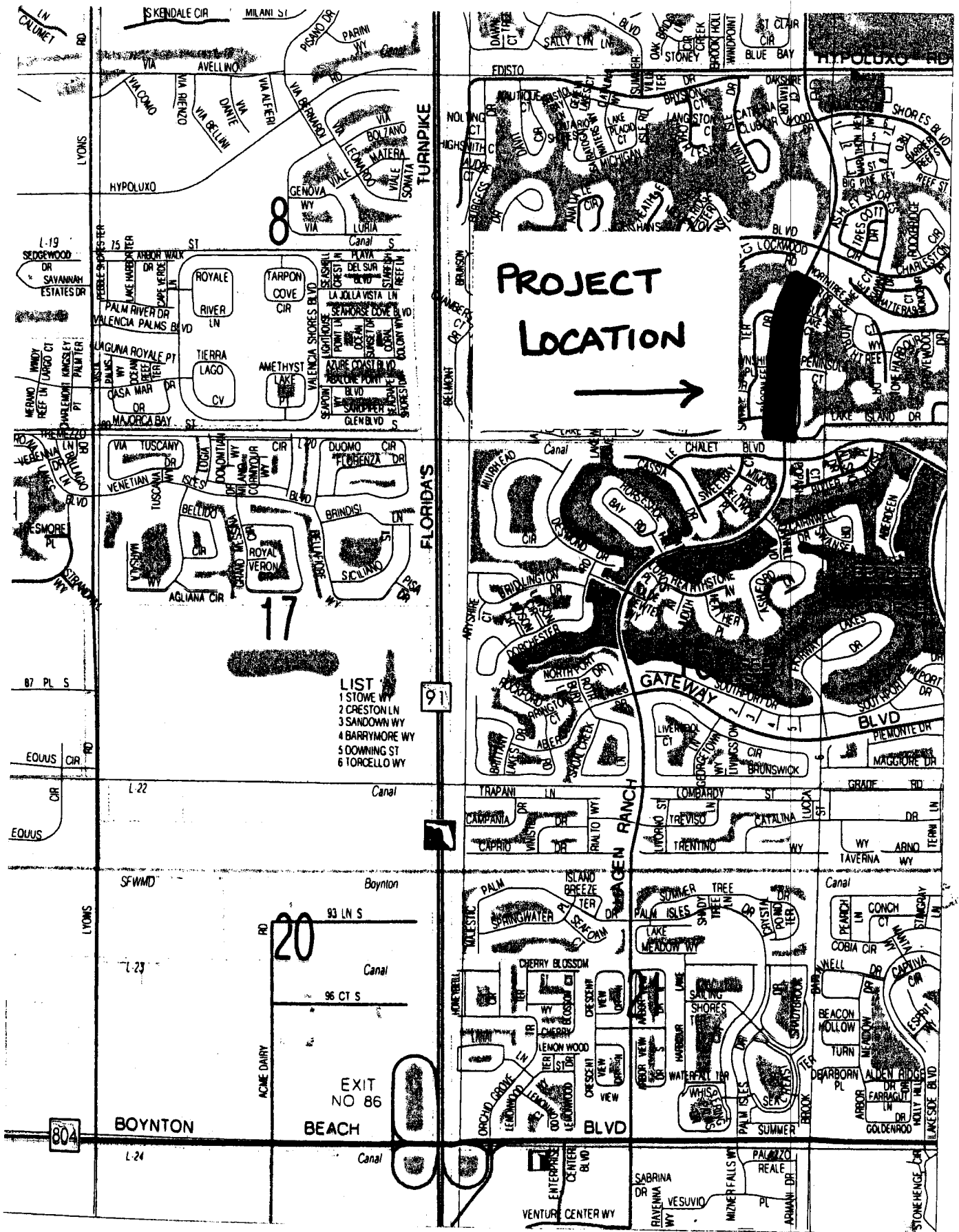
B. Approved as to Form and Legal Sufficiency:

Mark R. Allen 2/13/07
Assistant County Attorney

C. Other Department Review:

Department Director

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



LOCATION SKETCH

From: Andrew Hertel
To: Gary Gregory
Date: 10/23/2006 2:48:59 PM
Subject: Fwd: Re: Agreement with Northtree Community Association

Gary,

Please go ahead and draft an amendment for a one year extension.

Thanks, Andy

>>> Andrew Hertel 10/23/06 2:47:44 PM >>>

Bob,

We'll prepare an amendment and send it to you for approval. Once you OK it, we'll send it to the HOA to execute it. We'll schedule it to go to the BCC once we get it back from them.

Andy

>>> Bob Dovey 10/23/06 2:10:43 PM >>>

Andy:

Ok on the extension for one year. Please advise agenda item date. THX! Bob

Bob,

We have received a request from Community Management and Construction (property managers for Northtree) requesting another extension to the \$25,000 funding agreement. The agreement (R2005-0033, amended by R2006-0169) provides funding to Northtree for irrigation and beautification along the community's frontage in the east right of way of Hagen Ranch Road.

The original agreement had a December 31, 2005 expiration date. The first amendment (which was approved in January, 2006) has a December 31, 2006 expiration date. They are saying that they will not be able to complete the project by that date due to Hurricane Wilma and delays obtaining a SFWMD permit. They are requesting an extension for six months until June 30, 2007.

This is being funded by District 3 Discretionary money. Two questions: Would you like us to prepare a second amendment to extend the completion deadline?; and if so, would you have a problem if we extended it for one year instead of six months, so we don't end up doing another extension because they ran late again?

Please let me know what you think.

Thanks, Andy

Bob Dovey, Sr. Administrative Assistant
 to Commissioner Warren H. Newell
 PBC Board of County Commissioners, District III
 Office (561) 355-3279
 Fax (561) 355-6344

**2ND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JANUARY
11, 2005 WITH NORTHTREE COMMUNITY ASSOCIATION, INC., FOR IRRIGATION
AND BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR HAGEN RANCH
ROAD**

THIS 2ND AMENDMENT is made to the Financial Assistance Agreement (R2005-0033) dated January 11, 2005, by and between NORTHTREE COMMUNITY ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter "**ASSOCIATION**", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "**COUNTY**".

WITNESSETH:

WHEREAS, on January 11, 2005, **ASSOCIATION** and **COUNTY** entered into a Financial Assistance Agreement (R2005-0033) providing for reimbursement funding of the cost of **ASSOCIATION'S** installation of irrigation and beautification in the east swale of the **COUNTY's** right of way for Hagen Ranch Road adjacent to **ASSOCIATION'S** property from the L-20 Canal to the **ASSOCIATION'S** north property line (approximately 300 feet south of Charleston Shores Boulevard), hereinafter "**IMPROVEMENTS**"; and

WHEREAS, R2005-0033 provided for a completion date of December 31, 2005; and

WHEREAS, R2006-0169 extended the completion date to December 31, 2006; and

WHEREAS, the completion date for the **IMPROVEMENTS** has been delayed and will not be met due to hurricane Wilma and unforeseen difficulty in obtaining a water use permit from the South Florida Water Management District; and

WHEREAS, **COUNTY** and **ASSOCIATION** desire to amend the December 31, 2006 completion date for an additional twelve (12) month period to December 31, 2007.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. Paragraph 9 of Financial Assistance Agreement R2005-0033 is amended as follows:

9. All installation of these **IMPROVEMENTS** shall be completed and final invoices submitted to **COUNTY** no later than December 31, 2007, and **COUNTY** shall have no obligation to **ASSOCIATION** 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.

**2ND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY
ASSOCIATION, INC. – FOR IRRIGATION AND BEAUTIFICATION**

3. All other provisions of the Financial Assistance Agreement dated
January 11, 2005, shall remain in full force and effect.

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2ND AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY
ASSOCIATION, INC. - FOR IRRIGATION AND BEAUTIFICATION

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

3
4 PALM BEACH COUNTY, FLORIDA, BY
5 ITS BOARD OF COUNTY COMMISSIONERS

NORTHTREE COMMUNITY
ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS

7 By: _____
8 ADDIE L. GREEN, CHAIRPERSON

By:  _____
PRESIDENT

(COUNTY SEAL)

(ASSOCIATION SEAL)

9 ATTEST:

ATTEST:

10 SHARON R. BOCK, CLERK
11 & COMPTROLLER

12 By: _____
13 DEPUTY CLERK

By:  _____
ASSOCIATION SECRETARY

14 By: _____
15 APPROVED AS TO FORM AND LEGAL
16 SUFFICIENCY
17 ASSISTANT COUNTY ATTORNEY

By: _____
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

18 By:  _____
19 APPROVED AS TO TERMS AND
20 CONDITIONS

NORTHTREE COMMUNITY ASSOCIATION, INC. - IRRIGATION AND BEAUTIFICATION

FINANCIAL ASSISTANCE AGREEMENT WITH NORTHTREE COMMUNITY ASSOCIATION, INC., FOR IRRIGATION AND BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR HAGEN RANCH ROAD

THIS AGREEMENT is made and entered into this ____ day of JAN 11 2005, 2004, by and between NORTHTREE COMMUNITY ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter "ASSOCIATION", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

WITNESSETH:

WHEREAS, ASSOCIATION (Federal ID Number 650019235) wishes to install irrigation and beautification in the east swale of the COUNTY's right of way for Hagen Ranch Road adjacent to ASSOCIATION's property from the L-20 Canal to the ASSOCIATION's north property line (approximately 300 feet south of Charleston Shores Boulevard), hereinafter "IMPROVEMENTS"; and

WHEREAS, COUNTY believes that these efforts by ASSOCIATION serve a public purpose in the enhancement of the appearance of the right of way and wishes to support ASSOCIATION's efforts to install the IMPROVEMENTS by providing reimbursement funding from Commission District 3 Discretionary Funds for Improvements, in an amount not to exceed TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00); and

WHEREAS, after installation, ASSOCIATION 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 recitals are true, correct and are incorporated herein.
2. COUNTY agrees to provide to ASSOCIATION reimbursement funding from Commission District 3 Discretionary Funds for Improvements, in an amount not to exceed TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00).

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

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

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

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

1 a. A statement from a Florida Registered Landscape Architect that the
2 IMPROVEMENTS have been inspected and were installed substantially
3 in accordance with the permitted plans for the IMPROVEMENTS, and;
4 b. A Contract Payment Request Form and a Contractual Services
5 Purchases Schedule Form, attached hereto and incorporated herein as
6 Exhibit "A" (pages 1 and 2) which are required for each and every
7 reimbursement requested by ASSOCIATION. Said information shall list
8 each invoice paid by ASSOCIATION and shall include the vendor
9 invoice number, invoice date, and the amount paid by ASSOCIATION.
10 ASSOCIATION shall attach a copy of each vendor invoice paid by
11 ASSOCIATION along with a copy of the respective check and shall
12 make reference thereof to the applicable item listed on the Contractual
13 Services Purchases Schedule Form. Further, the Program
14 Administrator and the President of the ASSOCIATION, or his designee
15 shall also certify that each vendor invoice listed on the Contractual
16 Services Purchases Schedule Form was paid by ASSOCIATION as
17 indicated.

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

23 8. ASSOCIATION agrees to be responsible for the perpetual maintenance
24 of the IMPROVEMENTS following their installation and shall be solely responsible
25 for obtaining and complying with all necessary permits, approvals, and
26 authorizations from any federal, state, regional, or COUNTY agency which are
27 required for the subsequent maintenance of the IMPROVEMENTS.

1 9. All installation of these IMPROVEMENTS shall be completed and final
2 invoices submitted to COUNTY no later than December 31, 2005, and COUNTY shall
3 have no obligation to ASSOCIATION or any other entity or person for any cost
4 incurred thereafter unless the time for completion is extended by modification of this
5 Agreement as provided herein.

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

18 11. ASSOCIATION shall, at all times during the term of this Agreement (the
19 installation and existence of the IMPROVEMENTS), maintain in force its status as an
20 insured corporation, and shall provide evidence of this insurance prior to COUNTY's
21 execution of this Agreement.

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

28 13. ASSOCIATION shall require each contractor engaged by ASSOCIATION
29 for work associated with this Agreement to maintain:

1 a. Workers' Compensation coverage in accordance with Florida
2 Statutes, and;

3 b. Commercial General Liability coverage, including vehicle coverage,
4 in combined single limits of not less than ONE MILLION AND 00/100
5 DOLLARS (\$1,000,000.00). COUNTY shall be included in the coverage
6 as an additional insured.

7 c. A payment and performance bond for the total amount of the
8 improvements in accordance with Florida Statute 255.05.

9 14. In the event of termination, ASSOCIATION shall not be relieved of
10 liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the
11 contract by ASSOCIATION; and COUNTY may withhold any payment to
12 ASSOCIATION for the purpose of set-off until such time as the exact amount of
13 damages due COUNTY is determined. In the event ASSOCIATION elects to
14 discontinue its maintenance obligation for the IMPROVEMENTS under this
15 Agreement, it shall be the obligation of ASSOCIATION to restore, if necessary, the
16 area of the IMPROVEMENTS on COUNTY's right-of-way to a condition acceptable to
17 COUNTY Engineer, which shall be in accordance with Federal, State and COUNTY
18 standards for road construction and/or maintenance. In the event ASSOCIATION fails
19 to restore the area of the IMPROVEMENTS to a condition acceptable to COUNTY
20 Engineer, COUNTY may undertake such restoration and ASSOCIATION shall be
21 liable for the costs of such restoration.

22 15. ASSOCIATION's termination of this AGREEMENT shall result all
23 obligations of COUNTY for funding contemplated herein to be canceled.

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

27 17. COUNTY may, at COUNTY's discretion and for the duration of
28 IMPROVEMENTS, install signs within the public property or easement, notifying the
29 public that the IMPROVEMENTS were funded with COUNTY dollars.

18. In the event that 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.

19. All notices required to be given 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 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, Northtree Community Association, Inc.
22151 Shorewind Drive
Boca Raton, FL 33428

20. 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.

21. 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.

1 22. Except as expressly permitted herein to the contrary, no modification,
2 amendment, or alteration in the terms or conditions contained herein shall be
3 effective unless contained in a written document executed with the same formality
4 and equality of dignity herewith.

5 23. Each party agrees to abide by all laws, orders, rules and regulations and
6 ASSOCIATION will comply with all applicable governmental landscaping codes in
7 the maintenance and replacement of the IMPROVEMENTS.

8 24. The parties to this Agreement shall not be deemed to assume any
9 liability for the negligent or wrongful acts, or omissions of the other party (or
10 parties). Nothing contained herein shall be construed as a waiver by COUNTY, by
11 any of the parties, of the liability limits established in Section 768.28, Florida
12 Statutes.

13 25. ASSOCIATION shall promptly notify COUNTY of any lawsuit-related
14 complaint, or cause of action threatened or commenced against it which arises out
15 of or relates, in any manner, to the performance of this Agreement.

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

20 27. The preparation of this Agreement has been a joint effort of the parties,
21 and the resulting document shall not, solely as a matter of judicial constraint, be
22 construed more severely against one of the parties than the other.

23 28. ASSOCIATION has the authority to enter into this Agreement, and to
24 perform the obligations contained herein.

25 29. This Agreement represents the entire understanding among the parties,
26 and supersedes all other negotiations, representations, or agreements, either written
27 or oral, relating to this Agreement.

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

1 **31. This Agreement shall take affect upon execution and the effective date**
2 **shall be the date of execution.**

3 **INTENTIONALLY LEFT BLANK**

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

NORTHTREE COMMUNITY ASSOCIATION, INC.

(ASSOCIATION SEAL)

NORTHTREE COMMUNITY ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS

ATTEST:

By: [Signature]
ASSOCIATION SECRETARY

By: [Signature]
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
ASSOCIATION ATTORNEY

PALM BEACH COUNTY

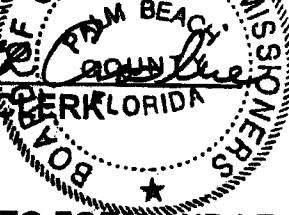
(COUNTY SEAL)

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

ATTEST:

R2005-0033
JAN 11 2005

~~DOROTHY H. WILKEN, CLERK~~
Sharon R. Bock

By: [Signature]
DEPUTY CLERK


By: [Signature]
~~KAREN T. MAROUS, CHAIR~~
Tony Masiolotti, Chairman
Addie L. Greene, Vice Chairperson

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]

AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY ASSOCIATION, INC. -
FOR IRRIGATION AND BEAUTIFICATION

R2006 0169
FEB 07 2006

1 AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JANUARY 11,
2 2005 WITH NORTHTREE COMMUNITY ASSOCIATION, INC., FOR IRRIGATION AND
3 BEAUTIFICATION IN THE COUNTY'S RIGHT OF WAY FOR HAGEN RANCH ROAD

4 THIS AMENDMENT is made to the Financial Assistance Agreement (R2005-
5 0033) dated January 11, 2005, by and between NORTHTREE COMMUNITY
6 ASSOCIATION, INC., a not-for-profit corporation of the State of Florida, hereinafter
7 "ASSOCIATION", and PALM BEACH COUNTY, a political subdivision of the State of
8 Florida, hereinafter "COUNTY".

9 WITNESSETH:

10 WHEREAS, on January 11, 2005, ASSOCIATION and COUNTY entered into a
11 Financial Assistance Agreement (R2005-0033) providing for reimbursement funding of
12 the cost of ASSOCIATION'S wishes to install irrigation and beautification in the east
13 swale of the COUNTY's right of way for Hagen Ranch Road adjacent to
14 ASSOCIATION'S property from the L-20 Canal to the ASSOCIATION'S north property
15 line (approximately 300 feet south of Charleston Shores Boulevard), hereinafter
16 "IMPROVEMENTS"; and

17 WHEREAS, R2005-0033 provided for a completion date of December 31, 2005;
18 and

19 WHEREAS, the completion date of the IMPROVEMENTS has been delayed due
20 to permitting and hurricane related problems; and

21 WHEREAS, COUNTY and ASSOCIATION desire to amend the December 31,
22 2005 completion date for an additional twelve (12) month period to December 31, 2006.

23 NOW, THEREFORE, in consideration of the mutual covenants, promises, and
24 agreements herein contained, the parties agree as follows:

25 1. Paragraph 9 of Financial Assistance Agreement R2005-0033 is
26 amended as follows:

27 9. All installation of these IMPROVEMENTS shall be
28 completed and final invoices submitted to COUNTY no later than
29 December 31, 2006, and COUNTY shall have no obligation to
30 ASSOCIATION or any other entity or person for any cost incurred
31 thereafter.

32 2. It is the intent of the parties hereto that this AMENDMENT shall not
33 become binding until the date executed by the Board of County
34 Commissioners of Palm Beach County.

35 3. All other provisions of the Financial Assistance Agreement dated
36 January 11, 2005, shall remain in full force and effect.
37

000587

R2006 0169

**AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT FOR NORTHTREE COMMUNITY ASSOCIATION, INC. -
FOR IRRIGATION AND BEAUTIFICATION**

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

4 PALM BEACH COUNTY, FLORIDA, BY
5 ITS BOARD OF COUNTY COMMISSIONERS
6

**NORTHTREE COMMUNITY
ASSOCIATION, INC.
BY ITS BOARD OF DIRECTORS:**

7 By: Tony Masiotti
8 TONY MASIOLOTTI, CHAIRMAN

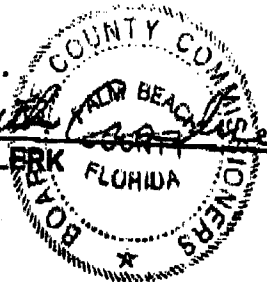
By: [Signature]
PRESIDENT

9 ATTEST:

10 SHARON R. BOCK, CLERK
11 & COMPTROLLER

ATTEST:

12 By: Judith
13 DEPUTY CLERK



By: Robert L. L. L.
ASSOCIATION SECRETARY

14 By: Monroe K. [Signature]
15 APPROVED AS TO FORM AND LEGAL
16 SUFFICIENCY
17 ASSISTANT COUNTY ATTORNEY

By: _____
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

18 By: HHH/keel
19 APPROVED AS TO TERMS AND
20 CONDITIONS

21 F:\Media\GCGIAGR AND NORTHTREE COMM ASSOC.doc

000588

R2006 0169