



**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-
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>	<b>-0-</b>

# 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: Richard 4/30/07

**III. REVIEW COMMENTS**

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

Jim Dahl 5-8-07  
 OFMB  
 5-8-07 (initials) 5/8/07

John J. Jacobson 5/9/07  
 Contract Dev. and Control  
 5/9/07

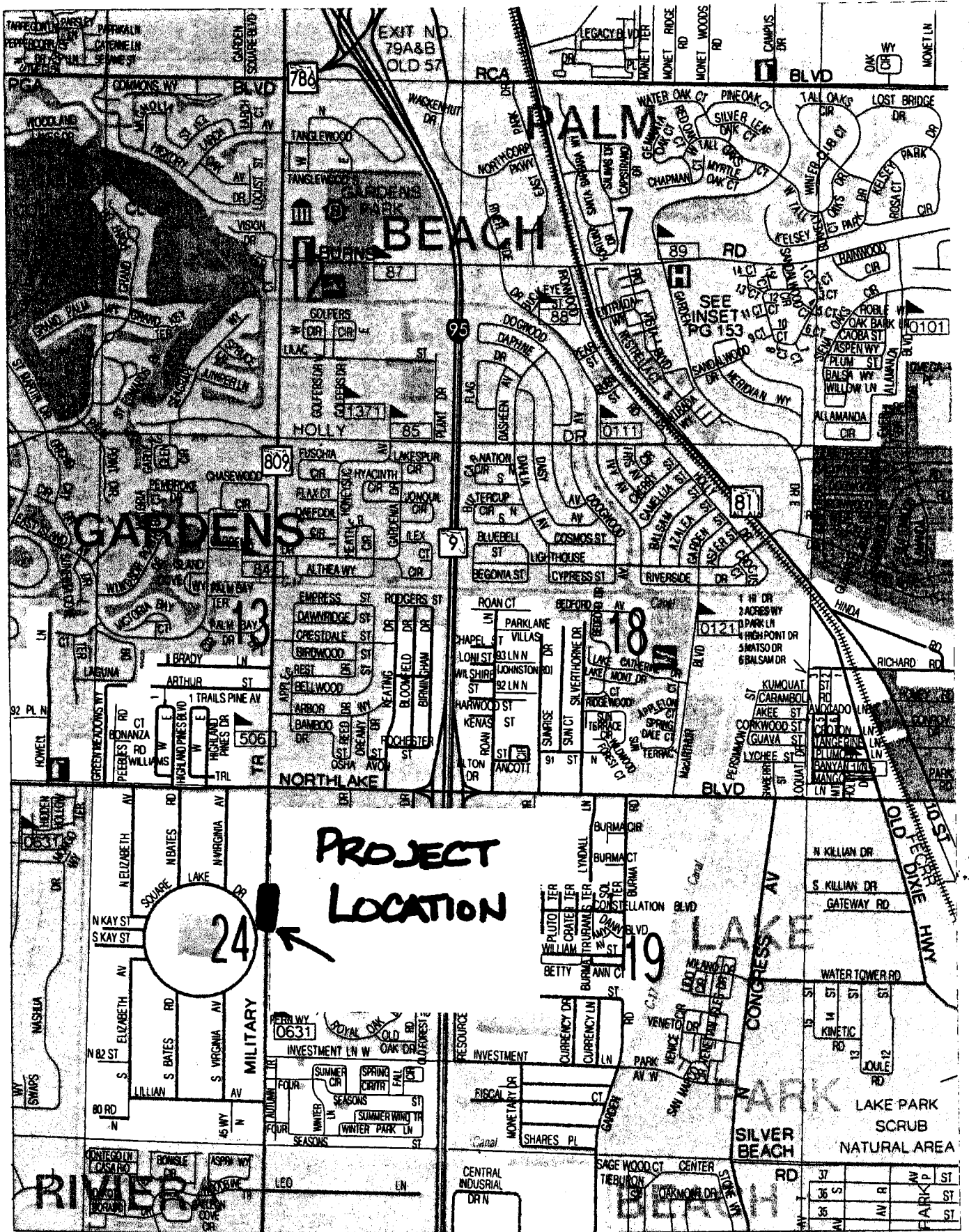
**B. Approved as to Form and Legal Sufficiency:**  
Mark R. Pitt 5/10/07  
 Assistant County Attorney

This amendment complies with our review requirements.  
 the Amendment is retroactive in nature.

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

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



LOCATION SKETCH

**From:** Patricia Weaver  
**To:** Andrew Hertel  
**Date:** 4/27/2007 10:24:59 AM  
**Subject:** Re: Fwd: Square Lake North

Commissioner Marcus has authorized the extension of agreement re: Square Lake North.

Trish Weaver  
Administrative Assistant to  
Commissioner Karen T. Marcus

ATTACHMENT #2

**1 AMENDMENT TO FINANCIAL ASSISTANCE AGREEMENT DATED JANUARY 10,  
2 2006 WITH SQUARE LAKE NORTH DEVELOPMENT COMPANY, INC., FOR  
3 BEAUTIFICATION ON THE COUNTY'S PROPERTY AT THE ACCESS POINT TO  
4 SQUARE LAKE DRIVE FROM MILITARY TRAIL**

**5 THIS AMENDMENT** is made to the Financial Assistance Agreement (R2006-  
**6 0038**) dated January 18, 2006, by and between SQUARE LAKE NORTH  
**7 DEVELOPMENT COMPANY, INC.**, a for-profit corporation of the State of Florida,  
**8 hereinafter "SLNDC"**, and PALM BEACH COUNTY, a political subdivision of the State  
**9 of Florida, hereinafter "COUNTY".**

**10 WITNESSETH:**

**11 WHEREAS**, on January 18, 2006, **SLNDC** and **COUNTY** entered into a Financial  
**12 Assistance Agreement (R2006-0038)** providing for reimbursement funding of the cost of  
**13 SLNDC'S** required beautification on **COUNTY'S** property at the access point to Square  
**14 Lake Drive from Military Trail, hereinafter "IMPROVEMENTS";** and

**15 WHEREAS**, R2006-0038 provided for a completion date of December 31, 2006;  
**16 and**

**17 WHEREAS**, an extension of that completion date has been requested by  
**18 SLNDC** due to delays acquiring materials to complete the project, and

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

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

**23 1. Paragraph 9 of Financial Assistance Agreement R2006-0038 is**  
**24 amended as follows:**

**25 9. All installation of these IMPROVEMENTS shall be**  
**26 completed and final invoices submitted to COUNTY no later than**  
**27 December 31, 2007, and COUNTY shall have no obligation to**  
**28 SLNDC or any other entity or person for any cost incurred**  
**29 thereafter.**

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

**33 3. All other provisions of the Financial Assistance Agreement dated**  
**34 January 18, 2006, shall remain in full force and effect.**

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

**37**  
**38**

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SQUARE LAKE NORTH DEVELOPMENT COMPANY, INC.

(SLNDC SEAL)

SQUARE LAKE NORTH DEVELOPMENT  
COMPANY INC.  
BY ITS BOARD OF DIRECTORS

ATTEST:

By:   
SLNDC SECRETARY

By:   
PRESIDENT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
SLNDC ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

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

ATTEST:

SHARON R. BOCK, CLERK &  
COMPTROLLER

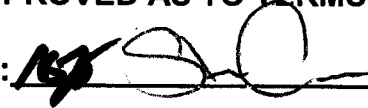
By: \_\_\_\_\_  
DEPUTY CLERK

By: \_\_\_\_\_  
ADDIE L. GREEN, CHAIRPERSON

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

By: 

JAN 18 2006

SQUARE LAKE NORTH DEVELOPMENT COMPANY, INC. - BEAUTIFICATION

**FINANCIAL ASSISTANCE AGREEMENT WITH SQUARE LAKE NORTH DEVELOPMENT COMPANY, INC., INC., FOR BEAUTIFICATION ON THE COUNTY'S PROPERTY ADJACENT TO SQUARE LAKE**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between SQUARE LAKE NORTH DEVELOPMENT COMPANY, INC., a for-profit corporation of the State of Florida, hereinafter "SLNDC", and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter "COUNTY".

**WITNESSETH:**

WHEREAS, SLNDC (Federal ID Number 201353773) is required to install landscape and irrigation on the COUNTY's property at the access point to Square Lake Drive from Military Trail (compatible with the road closure concept provided by COUNTY), pursuant to COUNTY Resolution No. R-2002-1969, Condition D. 5, hereinafter, "IMPROVEMENTS"; and

WHEREAS, COUNTY Resolution No. R-2002-1969, Condition D. 6 requires that COUNTY shall be financially responsible for SLNDC's installation of IMPROVEMENTS; and

WHEREAS, it was the intent of Condition D.6 that COUNTY's funding obligation would be provided by Commission District 1 Discretionary Funds for Improvements; and

WHEREAS, Commission District 1 wishes to financially support these efforts by SLNDC; and

WHEREAS, COUNTY believes that these efforts by SLNDC serve a public purpose in the enhancement of the appearance of this property which is visible to the public; and

WHEREAS, after implementation, SLNDC will be responsible for the perpetual maintenance of the IMPROVEMENTS.

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.

\*1\*

0162

R2006 0038

ATTACHMENT #4

1           2.     **COUNTY** agrees to provide to SLNDC reimbursement fund ng for the  
2 **IMPROVEMENTS** from Commission District 1 Discretionary Funds for improvements,  
3 in an amount not to exceed **FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00)**.

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

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

12           5.     **SLNDC** agrees to assume all responsibility for design, bidding, contract  
13 preparation, and contract administration for the installation of the **IMPROVEMENTS**,  
14 including payment(s) to contractor(s), pursuant to all applicable governmental laws  
15 and regulations and will comply with all applicable governmental landscaping codes  
16 and applicable permitting requirements in the selection and installation of the  
17 **IMPROVEMENTS**. **SLNDC** agrees to install the **IMPROVEMENTS** substantially in  
18 accordance with the plans (Cottle Hearing Job No. 010602, Sheet 3 Of 3),  
19 specifications and costs as approved by **COUNTY**. **SLNDC** also agrees to assume  
20 financial responsibility for the completion of any portions of the **IMPROVEMENTS**  
21 that are not fully-funded by the amount set forth in Paragraph 2, above. Otherwise,  
22 the **COUNTY** will have the final determination of the eligibility for reimbursement of  
23 any changes. Substantial variations from the approved plans shall require prior  
24 written approval from **COUNTY Engineer's Office**.

25           6.     **SLNDC** will obtain or provide all labor and materials necessary for the  
26 design and installation of the **IMPROVEMENTS**. **COUNTY** shall have the final  
27 determination of eligibility for reimbursement. **SLNDC** shall furnish the Manager,  
28 Streetscape Section, of **COUNTY's** Department of Engineering and Public Works with  
29 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 approved 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 SLNDC. Said information shall list each  
8 invoice paid by SLNDC and shall include the vendor invoice number,  
9 invoice date, and the amount paid by SLNDC. SLNDC shall attach a  
10 copy of each vendor invoice paid by SLNDC along with a copy of the  
11 respective check and shall make reference thereof to the applicable  
12 item listed on the Contractual Services Purchases Schedule Form.  
13 Further, an authorized officer of SLNDC and the President of the  
14 SLNDC, or his designee shall also certify that each vendor invoice  
15 listed on the Contractual Services Purchases Schedule Form was paid  
16 by SLNDC as indicated.

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

22 8. SLNDC agrees to be responsible for the perpetual maintenance of the  
23 IMPROVEMENTS following their installation and shall be solely responsible for  
24 obtaining and complying with all necessary permits, approvals, and authorizations  
25 from any federal, state, regional, or COUNTY agency which are required for the  
26 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, 2006, and COUNTY shall  
3     have no obligation to SLNDC or any other entity or person for any cost incurred  
4     thereafter unless the time for completion is extended by modification of this  
5     Agreement as provided herein.

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

18           11.    SLNDC 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, SLNDC 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).

1           **13. SLNDC shall require each contractor engaged by SLNDC; for work**  
2 **associated with this Agreement to maintain:**

3           **a. Workers' Compensation coverage in accordance with Florida**  
4 **Statutes, and;**

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

9           **c. A payment and performance bond for the total amount of the**  
10 **improvements in accordance with Florida Statute 255.05.**

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

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

24           **16. COUNTY and SLNDC agree that no person shall, on the grounds of race,**  
25 **color, national origin, sexual orientation, religion or creed, sex, age, or handicap be**  
26 **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.**

1           18. In the event that any section, paragraph, sentence, clause, or provision  
2 hereof is held invalid by a court of competent jurisdiction, such holding shall not  
3 affect the remaining portions of this Agreement and the same shall remain in full  
4 force and effect.

5           19. All notices required to be given under this Agreement shall be in  
6 writing, and deemed sufficient to each party when sent by United States Mail,  
7 postage prepaid, to the following:

8                                   AS TO COUNTY

9                                   Manager, Streetscape Section  
10                                  Palm Beach County Department of  
11                                  Engineering and Public Works  
12                                  Post Office Box 21229  
13                                  West Palm Beach, Florida 33416-1229

14                                  AS TO SLNDC

15                                  President  
16                                  Square Lake North Development Company, Inc.  
17                                  2523 Burns Road  
18                                  Palm Beach Gardens, FL 33410

19           20. This Agreement shall be construed and governed by the laws of the  
20 State of Florida. Any and all legal action necessary to enforce this Agreement shall  
21 be held in Palm Beach County. No remedy herein conferred upon any party is  
22 intended to be exclusive of any other remedy, and each and every other remedy shall  
23 be cumulative and shall be in addition to every other remedy given hereunder or now  
24 or hereafter existing at law or in equity or by statute or otherwise. No single or  
25 partial exercise by any party of any right, power, or remedy shall preclude any other  
26 or further exercise thereof.

27           21. Any costs or expenses (including reasonable attorney's fees)  
28 associated with the enforcement of the terms and conditions of this Agreement  
29 shall be borne by the respective parties; provided, however, that this clause pertains  
30 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 **SLNDC will comply with all applicable governmental landscaping codes in the**  
7 **maintenance and replacement of the IMPROVEMENTS.**

8           **24. SLNDC shall promptly notify COUNTY of any lawsuit-related complaint,**  
9 **or cause of action threatened or commenced against it which arises out of or**  
10 **relates, in any manner, to the performance of this Agreement.**

11           **25. The parties expressly covenant and agree that in the event any of the**  
12 **parties is in default of its obligations under this Agreement, the parties not in default**  
13 **shall provide to the defaulting party thirty (30) days written notice before exercising**  
14 **any of their rights.**

15           **26. The preparation of this Agreement has been a joint effort of the parties,**  
16 **and the resulting document shall not, solely as a matter of judicial constraint, be**  
17 **construed more severely against one of the parties than the other.**

18           **27. SLNDC has the authority to enter into this Agreement, and to**  
19 **perform the obligations contained herein.**

20           **28. This Agreement represents the entire understanding among the parties,**  
21 **and supersedes all other negotiations, representations, or agreements, either written**  
22 **or oral, relating to this Agreement.**

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

25           **30. This Agreement shall take effect upon execution and the effective date**  
26 **shall be the date of execution.**

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

**SQUARE LAKE NORTH DEVELOPMENT COMPANY, INC.**

(SLNDC SEAL)

**SQUARE LAKE NORTH DEVELOPMENT COMPANY, INC.**

**BY ITS BOARD OF DIRECTORS**

**ATTEST:**

By: [Signature]  
SLNDC SECRETARY

By: [Signature]  
PRESIDENT

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

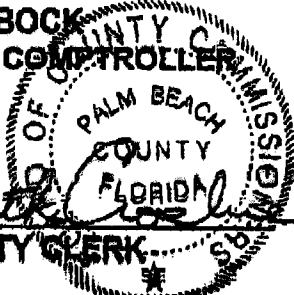
By: [Signature]  
SLNDC ATTORNEY

**PALM BEACH COUNTY R2006 0038**

(COUNTY SEAL)

**JAN 18 2006  
PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

**ATTEST:**

**SHARON R. BOCK  
CLERK AND COMPTROLLER**  
  
By: [Signature]  
DEPUTY CLERK

By: [Signature]  
TONY MASIOLOTTI, CHAIRMAN

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: [Signature]  
ASSISTANT COUNTY ATTORNEY

**APPROVED AS TO TERMS AND CONDITIONS**

BY: [Signature]

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